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Separate paging is given to this Part in order that it may be filed
as a separate compilation

NOTICE

The undermentioned Gazettes of India Extraordinary were published up to the 6th November, 1964 :—

Issue No.	No. and Date	Issued by	Subject
276	S.O. 3831, dated 5th November, 1964.	Ministry of Commerce.	Declaration that Section 17 of the Forward Contracts (Regulation) Act, 1952, shall apply to non-transferable specific delivery contracts in respect of mustardseed and Rapeseed or Toria.
	S.O. 3832, dated 5th November, 1964.	Do.	Declaration that no person shall enter into any non-transferable specific delivery contract for the sale of mustardseed and Rapeseed or Toria.
	S.O. 3833, dated 5th November, 1964.	Do.	Declaration that no person shall enter into any forward Contract for the sale of taramiraseed or taramiraseed oilcake.
	S.O. 3834, dated 5th November, 1964.	Do.	Declaration that Section 17 of the Forward Contracts (Regulation) Act, 1952, shall apply to non-transferable specific delivery contracts in respect of taramiraseed.
	S.O. 3835, dated 5th November, 1964.	Do.	Declaration that no person shall enter into any non-transferable specific delivery contract for the sale of taramiraseed.
277	S.O. 3836, dated 6th November, 1964.	Do.	Granting recognition to the Punjab Company Limited, Bhatinda for 3 years in respect of forward Contracts in Kapas.

Issue No.	No. and Date	Issued by	Subject
	S.O. 3837, dated 6th November, 1964.	Ministry of Commerce	Granting recognition to the Mahesh Beopar Bhandar Company Ltd., Dhuri for 3 years in respect of forward Contracts in Kapesa.
278	S.O. 3838, dated 6th November, 1964.	Ministry of Food and Agriculture.	Authorising Shri J. P. Goel, Officer on special duty, Directorate of Sugar and Vanaspati, to take over the management of the Diamond Sugar Mills Ltd., Pipraich, District Gorakhpur.
279	S.O. 3839, dated 6th November, 1964.	Ministry of Finance	Amendment to Notification No. S.O. 3325, dated 29th November, 1963.
	S.O. 3840, dated 6th November, 1964.	Do.	Amendment to Notification No. S.O. 2797, dated 27th September, 1963.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 7th November 1964

S.O. 3952.—Whereas the election of Shri Sita Ram, as a member of the Council of States by the elected members of the Uttar Pradesh Legislative Assembly has been called in question by an election petition by Shri Daryodhan, s/o Shri Devi Charan, M.L.A. village Bhitauli, P.O. Bhitauli, District Gorakhpur;

And whereas by its notification No. 82/348/62, dated the 31st July, 1964, the Election Commission appointed Shri Hari Krishna Sinha, District Judge, Kanpur to be the Member of the Election Tribunal constituted for the trial of the said petition;

And whereas, the said Shri Sinha has resigned the membership of the said Tribunal and a vacancy has accordingly occurred in the office of the Member of the Tribunal;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 86 and section 88 of the Representation of the People Act, 1951, the Election Commission hereby appoints Shri Umed Chand Oswal, Additional District and Sessions Judge, Kanpur to fill the said vacancy and Kanpur as the place where the trial of the said petition shall be held.

[No. 82/348/62.]

New Delhi, the 12th November 1964

S.O. 3953.—In pursuance of section 106 of the Representation of the People Act, 1951, the Election Commission hereby publishes the Order pronounced on the 18th August, 1964, by the Election Tribunal, Jorhat.

IN THE COURT OF THE MEMBER OF THE ELECTION TRIBUNAL, JORHAT

PRESENT:

Shri B. N. Sarma, M.A.B.L.,
Member, Election Tribunal, Jorhat.

ELECTION PETITION No. 52 of 1962

Begum Mafida Ahmed—Petitioner.

Versus

1. Shri Rajendranath Barua.
2. Shri Hemchandra Saha.—Respondents.

Jorhat Parliamentary Constituency. Sibsagar District.

Sl. No. of Order.	Date	Order.
1	2	3
44.	18.8.64.	The petitioner has not filed the challan showing that the amount of Rs. 2,000 has been deposited as directed. She has filed a petition praying for three weeks' time to deposit the amount. It was specifically mentioned in my previous order that in case of failure on the part of the petitioner to file the treasury receipt showing deposit of the amount of Rs. 2,000, the petition would be dismissed. I do not find any good and sufficient ground to grant further time to deposit the money. The election petition is dismissed U/S. 118 of the Representation of the People Act. The petitioner to pay Rs. 500 to the Respondent No. 1, as costs.

(Sd.) B. N. SARMA,
Member, Election Tribunal, Jorhat.

[No. 82/52/62.]

By Order,
ROSHAN LAL, Under Secy.

New Delhi, the 11th November 1964

S.O. 3954.—In continuation of the Election Commission's Notification No. 82/216/62, dated the 29th June, 1963, the Election Commission hereby publishes for general information the judgment of the Supreme Court of India, delivered on the 9th October, 1964, in Civil Appeal No. 533 of 1964 filed by Shri Narendra Singhji Ranjit Singhji Mahida against the order, dated the 27th March, 1963 of the High Court of Judicature at Ahmedabad.

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No. 533 OF 1964

(Appeal by Special Leave granted by the Supreme Court by its Order the 9th May, 1963 from the Judgment and Order dated the 27th March 1963 of the Gujarat High Court at Ahmedabad in Appeal No. 603 of 1962 and from Original Decree).

Narendrasinghji Ranjitsinghji Mahida—Appellant.

vs.

1. Patel Chhotabhai Desaibhai;
2. Maniben V. Patel—Respondents.

WITH

CIVIL MISC. PETITIONS NOS. 2168 AND 2169 OF 1964

(Applications for directions regarding the hearing of the appeal and for setting down the appeal for hearing *ex-parte* as against Respondent 2 herein).

9th October, 1964

CORAM

HON'BLE THE CHIEF JUSTICE.
HON'BLE MR. JUSTICE K. N. WANCHOO.
HON'BLE MR. JUSTICE M. HIDAYATULLAH.
HON'BLE MR. JUSTICE RAGHUBAR DAYAL.
HON'BLE MR. JUSTICE J. R. MUDHOLKAR.

JUDGMENT

Mudholkar, J.—The appellant's election to Parliament from the Anand constituency of Gujarat was set aside by the Gujarat High Court on the ground that he was guilty of corrupt practices as he and his agents used the symbol 'Dhruva star' for influencing voters in his constituency. In allowing the appeal the High Court followed its decision in *Ramanbhai Ashabhai Patel v. Dabhi Ajitkumar, Fulsinji & ors* (1). In its judgment the High Court observed:

"In view of the fact that we hold that corrupt practice as aforesaid has been committed by the persons referred to above, it is not necessary for us to examine the other grounds urged for the purpose of declaring the election of the first respondent to be void."

In finding that the use of Dhruva Star amounts to a corrupt practice the High Court followed its decision in the appeal of *Ramanbhai Ashabhai Patel's case* (1) which we have reversed today (*vide* the judgment in C.A. 506 of 1964). That finding must, therefore, be set aside. Mr. Rajni Patel who appears for the first respondent refers us to a pamphlet, Ex. 83, and says that it contains an appeal to the communal sentiments of a certain class of voters and, therefore, amounts to an attempt to promote feelings of enmity or hatred between different classes of citizens on grounds of community. We have been taken through this document and we agree with Mr. Patel that the appeal contained therein does amount to a corrupt practice within the meaning of sub-section (3) of section 123 of the Representation of the People Act, 1951. We are, however, by no means satisfied that the appellant or his agents had distributed this pamphlet or caused it to be distributed. Admittedly this pamphlet bears the name of one Chhattarsingh Atalia who was a Swatantra Party candidate for election from some other constituency. The respondent No. 1 had filed this pamphlet as an exhibit in this case saying that it was distributed by the appellant or his agents during his election. The Tribunal found no evidence connecting this document with the appellant or showing that it was made use of during the appellant's election and Mr. Patel is

(1) First Appeal No. 428 of 1962 decided on 11/12 March, 1963.

unable to show that the said finding is erroneous. The leaflets and pamphlets shown to have been distributed by or at the instance of the appellant are leaflets of the same kind as those which we had to consider in Ramanbhai Ashabhai Patel's case. For the reasons which we have stated therein these leaflets do not come within the purview of sub-section (3) of section 123 of the Act.

The High Court has no doubt said that other grounds had also been urged for declaring the appellant's election void but it has not mentioned what those grounds were. A glance at the issues set out in paragraph 34 of the Judgment of the Tribunal would show that the only grievances of respondent No. 1 were concerning the use by or on behalf of the appellant of religious symbols and the promotion by him or his agents of feelings of enmity and hatred between different classes of the citizens of India. We have already said that these have not been established. In the circumstances no other point remains for consideration and indeed Mr. Patel has frankly said that he did not want to urge any other point. We allow the appeal and set aside the decision of the High Court and dismiss the election petition with costs throughout.

October 9, 1964.

Sd/-

(P. B. GAJENDRAGADKAR), C.J.

Sd/-

(K. N. WANCHOO), J.

Sd/-

(M. HIDAYATULLAH), J.

Sd/-

(RAGHUBAR DAYAL), J.

Sd/-

(J. R. MUDHOLKAR), J.

[No. 82/216/62.]

By Order,

K. S. RAJAGOPALAN, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 9th November 1964

S.O. 3955.—In exercise of the powers conferred by the proviso to article 309 of the Constitution the President hereby makes the following rules further to amend the Tripura Employees (Revision of Pay and Allowances) Rules, 1963, published with the notification of the Government of India in the Ministry of Home Affairs, No. S.O. 516 dated the 4th February, 1964, namely:—

1. These rules may be called the Tripura Employees (Revision of Pay and Allowances) Third Amendment Rules, 1964.

2. In Part II of Schedule I to the Tripura Employees (Revision of Pay and Allowances) Rules, 1963—

(i) under the heading "Secretariat (erstwhile Territorial Council, Tripura)" after item 14, the following shall be inserted namely:—

I	2	3	4
15	Accounts Officer .	Rs. 250—25—475—EB—25— 675—EB—25—850	Rs. 300—30—900
16	Personal Secretary to Chairman.	Rs. 200—10—420—15—450	Rs. 300—20—400—25—450
17	Examiner of Accounts .	Rs. 200—15—380—EB—20—500	Rs. 250—15—355—EB—15— 475—EB—15—550"

(ii) under the heading "Revenue and Public Relations (erstwhile Territorial Council, Tripura)" after item 6, the following shall be inserted, namely:—

1	2	3	4
"7	Revenue and Public Relations Officer.	Rs. 250—25—475—EB—25—675—EB—25—850	Rs. 300—30—900"

(iii) under the heading "Education Department (erstwhile Tripura Territorial Council)" after item 29, the following shall be inserted, namely:—

1	2	3	4
"30	Guidance Officer .	Rs. 250—20—650—25—750	Rs. 325—30—475—35—545—EB—35—825—EB—35—1000
31	Principal, Sanskrit Tol .	Rs. 200—10—250	Rs. 175—7—238—EB—7—245—8—325
32	Adhyapak Sanskrit Tol	Rs. 100—5—160—EB—5—215—10—225	Rs. 150—5—250
33	Instructor/Supervisor Dance, Arts/Music, Musical Instruments.	Rs. 100—5—160	Rs. 140—5—210"

(iv) under the heading "Medical and Public Health Department (erstwhile Tripura Territorial Council)" after item 29, the following shall be inserted, namely:—

1	2	3	4
"30	Sanitary Inspector	Rs. 90—4—130	Rs. 125—3—140—4—156—EB—4—200 (with higher initial start at Rs. 164/-)
31	Compounder .	Rs. 55—3—88—EB—3—118—4—130	Rs. 125—3—140—4—156—EB—4—200"

(v) under the heading "Public Health Department (erstwhile Tripura Territorial Council)", after item 20, the following shall be inserted, namely:—

1	2	3	4
"21	Inspector of Vital Statistics,	Rs. 90—4—130	Rs. 125—3—140—4—156—EB—4—200 (with higher initial start at Rs. 164/-)
22	Malaria Inspector .	Rs. 90—4—130	Rs. 125—3—140—4—156—EB—4—200 (with higher initial start at Rs. 164/-)
23	Compounder-cum-Clerk	Rs. 55—3—88—EB—3—118—4—130	Rs. 125—3—140—4—156—EB—4—200"

(vi) under the heading "Engineering Department (erstwhile Territorial Council)", after item 30, the following shall be inserted, namely:—

1	2	3	4
"31	Divisional Accountant	Rs. 100—5—130—10—250— 15—355.	Rs. 200—10—290—EE—10— 400"

(vii) under the heading "Animal Husbandry Department (erstwhile Territorial Council)" after item 34 the following shall be inserted, namely:—

1	2	3	4
"35	Animal Husbandry Officer	Rs. 350—30—620—EE—30— 680—40—800	Rs. 400—45—715—EE—850— 50—1000
36	Assistant Mechanic	75—3—105	110—4—170"

[No. 2/4/64-HMT.]

J. N. GUPTA, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 9th November 1964

S.O. 3956.—In exercise of the powers conferred by section 39 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby publishes the following certificate granted to the All India & Burma Provident Fund, Bangalore, an insurer whose controlled business has been transferred to and vested in the Life Insurance Corporation of India under the provision of the said Act.

CERTIFICATE

Whereas the All India & Burma Provident Fund, Bangalore, is an insurer whose controlled business has been transferred to and vested in the Life Insurance Corporation of India under the provisions of the Life Insurance Corporation Act, 1956 (31 of 1956);

And whereas the said insurer has complied with all directions given to it by the said Corporation for the purpose of securing that the ownership of any property or any right is effectively transferred to the Corporation;

And whereas the said insurer has made an application to the Central Government that there is no reason for the continued existence of the insurer;

Now, therefore, in exercise of the powers conferred by section 39 of the said Act, the Central Government hereby grants to the said insurer the certificate that there is no reason for the continued existence of the insurer.

[No. F. 3(9)-INS(II)/59.]

S. S. SHARMA, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 10th November, 1964.

S.O. 3957.—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Companies Act, 1949 (Act 10 of 1949) the Central Government has made an order of moratorium in respect of the Thiyya Bank Ltd., Kottapuram, Cranganore, under sub-section (2) of the said section;

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the Thiyya Bank Ltd., Kottapuram, Cranganore with the Lord Krishna Bank Ltd., Cranganore;

And whereas the Reserve Bank after having sent the said scheme in draft to the banks concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned.

(1) The Thiyya Bank Ltd., shall be the transferor bank and the Lord Krishna Bank Ltd., shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims, demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers; stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of securities, or any guarantee therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and become the properties and assets of, the transferee bank; and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall, subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If the transferor bank was acting immediately before the prescribed date as a foreman in respect of any chit fund, the rights, duties and obligations in relation to the chit fund shall be regulated in accordance with the following provisions, namely:—

- (i) the transferee bank shall become the foreman of the chit fund and shall continue to exercise all powers and to do all such acts and things as would have been exercised or done by the transferor bank, in so far as they are not inconsistent with this scheme;
- (ii) the funds, if any, of the chit fund lent to or deposited with the transferor bank, or otherwise due from that bank to the chit fund, shall be transferred to the transferee bank and the liabilities corresponding to such funds shall also be payable by the transferee bank in accordance with the other provisions of this scheme;
- (iii) on the prescribed date the transferor bank in its capacity as the foreman of any chit fund has deposited any security for the due performance of its duties and obligations in relation to the said chit fund, the said security shall continue to be available for the purposes for which it was intended, but shall if and to the extent that it is subsequently released be transferred to and vest in the transferee bank provided that the said security or as the case may be the surplus, if

any, after providing for the discharge of the duties or obligations in respect of the chit fund shall be valued and utilised for the purposes of this scheme;

- (iv) notwithstanding anything contained in the Travancore Chitties Act, XXVI of 1120 or the Cochin Kuries Act, VII of 1107, the suspension by the transferor bank of any chit fund or kuri during the period from the 16th August 1964 to the 15th November, 1964, both days inclusive or for any part of that period, and any consequent prolongation of the chit fund or kuri shall have effect as though the articles in the variola or variolas or vaimpu or vaimpus were altered or added to for that purpose by a special resolution or special resolutions of the subscribers of the chit fund or kuri and as though the relevant provisions, if any, of the Travancore Chitties Act or the Cochin Kuries Act were complied with. And notwithstanding anything contained in the Travancore Chitties Act or the Cochin Kuries Act the failure of the foreman to conduct the chit fund or kuri during the said period, or to disburse prize amounts to prized subscribers, shall not be deemed to have terminated the chit fund or kuri;
- (v) notwithstanding anything contained in the variola or variolas or vaimpu or vaimpus the period fixed for the duration of the chit fund or kuri shall be deemed to have been extended by the period referred to in the previous sub-paragraph;
- (vi) notwithstanding anything contained in the Travancore Chitties Act or the Cochin Kuries Act the Lord Krishna Bank Ltd., shall continue the chit fund or kuri as if the provisions, if any, of the said Act relating to continuance of the chit fund for kuri have been complied with; and
- (vii) all the words and expressions used in the preceding sub-clauses but not defined shall have the meanings respectively assigned to them in the Travancore Chitties Act or Cochin Kuries Act.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The Chief Executive Officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting such transfer or vesting and in connection therewith the Chief Executive Officer may, either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and balance sheets prepared in the first instance as at the close of business on the 14th August, 1964, and thereafter as at the close of business on the date immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a chartered accountant or a firm of chartered accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies or to hold any annual general meeting for the purpose of considering the balance sheet and accounts or for any other purpose or to comply with the provisions of section 159 of the Companies Act, 1956, and it shall not thereafter be necessary for the Board of Directors of the transferor bank to meet as required by section 285 of that Act.

(4) I. The transferee bank shall, in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely:—

- (a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government

such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.

- (b) Where the market value of any Government security such as the Zamindari abolition bonds or other similar security in respect of which the principal is payable in instalments is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.
- (c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.
- (d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.
- (e) Premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value.
- (f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.
- (g) Advances including bills purchased and discounted, book debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely, "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery".

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final, provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purpose of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the succeeding paragraphs.

- (a) Any sums deposited by any employee of the transferor bank with that bank as staff security deposits together with interest, if any, accrued

thereon up to the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

Explanation.—For the purposes of this paragraph, interest payable on a deposit up to the prescribed date shall be regarded as part of the concerned deposit.

- (b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank and every other account not covered by clause (a), including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the name of the *pro rata* share available in respect of each of the respective holder(s) thereof crediting thereto the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme on the prescribed date, after excluding from the said assets as so valued the advances considered not readily realisable or bad or doubtful of recovery, any asset or portion of an asset not valued on the prescribed date and any amount needed for the payments or visions mentioned at clause (a) above and after adding to the assets as so valued the aggregate amount of the payments made in terms of clause (i) of paragraph 2 of the moratorium order dated the 14th August, 1964, issued to the transferor bank:

Provided that any payment made from a deposit account on or after the 15th August, 1964, and before the prescribed date, shall be reckoned towards the amount to be credited under this sub-paragraph and, accordingly the amount to be credited shall be the *pro rata* share less the amount of such payment:

Provided, further, that where the transferee bank entertains a reasonable doubt about the correctness of the entries made in any particular account, it may, with the approval of the Reserve Bank, withhold the credit to be made in that account in terms of clause (b) above till the transferee bank is able to ascertain the correct balance in such account.

Explanation.—The term '*pro rata*' shall, in so far as it occurs in this paragraph, mean 'in proportion to the respective amounts remaining due as at the close of business on the 14th August, 1964 (inclusive of interest payable up to that date)' and shall, in so far as it occurs elsewhere in this scheme, mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution'.

- (c) After the credits referred to in clause (b) above have been afforded, the transferee bank shall, with the least possible delay but in any case later than three months from the prescribed date, furnish to the Deposit Insurance Corporation established under the Deposit Insurance Corporation Act, 1961, (hereinafter referred to as the Corporation) a list complying in all respects with the requirements of sub-section (1) of section 18 of that Act and thereafter whenever amounts referred to in sub-section (2) of section 18 of that Act are received from the Corporation, the transferee bank shall credit each of the accounts referred to in clause (b) above, within seven days from the date or dates on which the amounts are received, to the extent of the sums due to that account in accordance with sub-section (2) of section 18 of that Act;

Provided that—

- (a) if any account referred to in clause (b) has been closed or has matured for payment at the time when any amount for credit to that account is received from the Corporation, the payment to the person entitled to the said amount shall be made by the transferee bank in cash;
- (b) in case the person entitled to any amount referred to in clause (b) cannot be found or is not readily traceable, provision for the amount due to such person shall be made and accounted for separately on the books of the Corporation itself and it shall not be necessary for the Corporation to pay the amounts to the transferee bank unless the person entitled to the amount is found or traced and the

Corporation has decided to make the payment in respect of that person through the transferee bank.

- (d) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

(6) In respect of

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of that clause and clause (c) and
- (b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and/or the amount paid on account of the calls made by the transferee bank in pursuance of clause (i) below.

shall be treated as a collection account and shall be entered as such on the books of the transferee bank and payments against the account shall be made in the following manner, namely:—

- (i) the transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be registered) to pay within three months from such date as may be specified the uncalled amount remaining unpaid by him in respect of such shares and the calls in arrears, if any, and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent. per annum for the period of the default;
- (ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of a debt or asset exceeds Rs. 3,000, the transferee bank shall not, except with the approval of the Reserve Bank of India.
- (a) enter into a compromise or arrangement with the debtor or any other person or write off any such debt or asset;
- (b) sell or otherwise dispose of any securities transferred to it or any asset taken over by it;
- (iii) the transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court, against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Companies Act, 1949, read with section 45H thereof and also with section 543 of the Companies Act, 1956.
- (iv) the transferee bank may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (5) (a) proves to be inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability whether contingent or absolute which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date;
- (v) the transferee bank shall, out of the realisations effected by it on account of the items mentioned in clause (i), (ii) and (iii) above after deducting therefrom the expenditure incurred for the purpose and, with the approval of the Reserve Bank of India, such other expenses as may be considered reasonable and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if

any, which may be available from out of the provision in respect of contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has finally been ascertained:

- (a) pay to the Corporation the amount received by the transferee bank from the Corporation under sub-section (2) of section 18 of the Deposit Insurance Corporation Act, 1961 and the amount, if any, provided for by the Corporation; and
- (b) pay, in the case of depositors in respect of whom no amounts have been received by the transferee bank from the Corporation, the amounts due in respect of the collection accounts, and in the case of depositors in respect of whom any amounts have been received by the transferee bank from the Corporation or have been provided for by the Corporation the balance if any due to them in their collection accounts after the amounts due from the said accounts to the Corporation in respect of the payment made or provided for by the Corporation have first been paid in accordance with the provisions of sub-clause (a) above:

Provided that the amount due to the Corporation shall, if it becomes necessary so to do, be provided for on the books of the transferee bank and be paid to the Corporation in the manner specified in clause (b) of regulation 22 of the Deposit Insurance Corporation General Regulations, 1961:

Provided further that the transferee bank shall make the payments referred to in clause (b) above.—

- (i) if the corresponding or similar account mentioned in clause (b) of paragraph (5) has not been closed or has not matured for payment, by credit to that account, and
- (ii) if the said account has been closed or has matured for payment, in cash;
- (vi) The amounts due to the Corporation in terms of sub-clause (a) of clause (v) above and the amounts due to the collection accounts of the depositors in terms of sub-clause (b) of that clause shall rank equally among themselves, and if they cannot be paid in full shall abate in equal proportions;
- (vii) After the payments referred to in clause (v) of this paragraph have been made or provided for in full, the transferee bank shall, out of the balance of the amounts referred to in clause (v) which may be available to it, make payments *pro rata* towards the amounts, if any, due to the accounts of the former shareholders of the transferor bank:

Provided that the transferee bank shall give to any person to whom any payment may be due under this clause such reasonable notice, not exceeding three months and not being less than one month as it may consider appropriate of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of any ordinary share in the transferee banks as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that—

- (a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme; and

- (b) the share capital of the transferee bank shall be deemed to have been increased, and notwithstanding the provisions of any enactment, regulation or other instrument, it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme;
- (viii) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme;
- (ix) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom first any sum necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date in the order and the manner provided in clauses (v), (vi) and (vii) above.
- (7) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (8) (a) and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.
- (8) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.
- (9) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor banks for anything which is in good faith done or intended to be done in pursuance of this scheme.
- (10) All the employees of the transferor bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 15th August 1964:

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947, and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 15th August 1964:

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

- (11) The persons specified in the schedule annexed to this scheme shall on the prescribed date cease to be the employees of the transferor bank and notwithstanding anything contained in any law for the time being in force or any agreement or contract, the persons so specified shall be entitled to and only to such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible to them under the rules or authorisations of the transferor bank immediately before the 15th August 1964:

Provided that the compensation if any for the loss of employment, so far as it relates to the unexpired portion of any contract of service, shall be such and only as may be determined by the Reserve Bank (whose determination in this respect shall be final and binding):

Provided further that nothing herein shall be deemed to prevent the transferee bank from re-employing any person whose name has been specified in the schedule annexed to this scheme in such capacity and on such terms and conditions as the transferee bank deem fit.

(12) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank:

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(13) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees' provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank:

Provided that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(14) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(15) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by pre-paid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(16) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

(17) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

Schedule attached to and forming part of the scheme for the amalgamation of the Thiyya Bank Ltd. as sanctioned by the Central Government under sub-section (7) of section 45 of the Banking Companies Act, 1949 (10 of 1949).

Names of the employees	Designation in the transferor bank
1. Shri N. K. Aravind	Agent
2. Shri C. P. Madhusoodnan	Agent

S.O. 3958.—In exercise of the powers conferred by sub-section (2) of Section 45 of the Banking Companies Act, 1949 (10 of 1949) and in modification of this Department's Notification No. F. 17(19)-BC/64, dated the 14th August, 1964, the Central Government hereby directs that the order of moratorium made by it in respect of the Thiyya Bank Ltd., Kottapuram, Cranganore, shall remain in force upto and including the 15th November, 1964.

[No. F. 17(19)-BC/64(I).]

S.O. 3959.—In pursuance of sub-section (7) of Section 45 of the Banking Companies Act, 1949 (10 of 1949), the Central Government hereby specifies the 16th November, 1964 as the prescribed date in relation to the scheme for the amalgamation of the Thiyya Bank Ltd. with the Lord Krishna Bank Ltd. which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F. 17(19)-BC/64(II).]

S.O. 3960.—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Companies Act, 1949 (Act 10 of 1949) the Central Government has made an order of moratorium in respect of the Bareilly Bank Ltd., Bareilly under sub-section (2) of the said section;

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the Bareilly Bank Ltd., Bareilly with the Benares State Bank Ltd., Varanasi;

And whereas the Reserve Bank after having sent the said scheme in draft to the banking companies concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned.

(1) The Bareilly Bank Ltd., Bareilly shall be the transferor bank and the Benares State Bank Ltd., Varanasi shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of securities, or any guarantee therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and become the properties and assets of, the transferee bank; and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not

abate, or be discontinued or be in any way prejudicially affected, but shall, subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting transfer or vesting and in connection therewith the chief executive officer may, either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and balance sheets prepared in the first instance as at the close of business on the 5th September 1964 and thereafter as at the close of business on the date immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a chartered accountant or a firm of chartered accounts approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies or to hold any annual general meeting for the purpose of considering the balance sheet and accounts or for any other purpose or to comply with the provisions of section 159 of the Companies Act, 1956, and it shall not thereafter be necessary for the Board of Directors of the transferor bank to meet as required by section 285 of that Act.

(4) I. The transferee bank shall, in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely:—

- (a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.
- (b) Where the market value of any Government security such as the Zamindari Abolition Bonds or other similar security in respect of which the principal is payable in instalments is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.
- (c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.
- (d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.

- (e) Premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value.
- (f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.
- (g) Advances, including bills purchased and discounted, books debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery".

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India, be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final, provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purpose of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the numbers and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank, the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the succeeding paragraphs.

- (a) Any sums deposited by any employee of the transferor bank with that bank as staff security deposits together with interest, if any, accrued thereon upto the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

Explanation.—For the purposes of this paragraph, interest payable on a deposit upto the prescribed date shall be regarded as part of the concerned deposit.

- (b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank and every other account not covered by clause (a), including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the name of the respective holder(s) thereof crediting thereto the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme on the prescribed date, after excluding from the said assets as so valued the advances considered not readily realisable or bad or doubtful of recovery, any asset or portion of an asset not valued on the prescribed date and any amount needed for the payments or provisions mentioned at clause (a) above and after adding to the said assets as so valued the aggregate amount of the payments made in terms of clause (a)(i) of paragraph 2 of the moratorium order dated the 5th September 1964 issued to the transferor bank;

Provided that any payment made from a deposit account on or after the 6th September 1964 and before the prescribed date, shall be reckoned towards the amount to be credited under this sub-paragraph and, accordingly the amount to be credited shall be the *pro rata* share less the amount of such payment:

Provided further that where the transferee bank entertains a reasonable doubt about the correctness of the entries made in any particular account, it may, with the approval of the Reserve Bank, withhold the credit to be made in that account in terms of clause (b) above till the transferee bank is able to ascertain the correct balance in such account.

Explanation.—The term 'pro rata' shall, in so far as it occurs in this paragraph, mean 'in proportion to the respective amounts remaining due as at the close of business on the 5th September 1964 (inclusive of interest payable up to that date)' and shall, in so far as it occurs elsewhere in this scheme, mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution'.

- (c) After the credits referred to in clause (b) above have been afforded, the transferee bank shall, with the least possible delay but in any case not later than three months from the prescribed date, furnish to the Deposit Insurance Corporation established under the Deposit Insurance Corporation Act, 1961 (hereinafter referred to as the Corporation) a list complying in all respects with the requirements of sub-section (1) of section 18 of that Act and thereafter whenever amounts referred to in sub-section (2) of section 18 of that Act are received from the Corporation, the transferee bank shall credit each of accounts referred to in clause (b) above, within seven days from the date or dates on which the amounts are received, to the extent of the sums due to that account in accordance with sub-section (2) of section 18 of that Act:

Provided that—

- (a) if any account referred to in clause (b) has been closed or has matured for payment at the time when any amount for credit to that account is received from the Corporation, the payment to the person entitled to the said amount shall be made by the transferee bank in cash;
- (b) in case the person entitled to any amount referred to in clause (b) cannot be found or is not readily traceable, provision for the amount due to such person shall be made and accounted for separately on the books of the Corporation itself and it shall not be necessary for the Corporation to pay the amounts to the transferee bank unless the person entitled to the amount is found or traced and the Corporation has decided to make the payment in respect of that person through the transferee bank.
- (d) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

(6) In respect of

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of that clause and clause (c) and
- (b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and/or the amount paid on account of the calls made by the transferee bank in pursuance of clause (1) below

shall be treated as a collection account and shall be entered as such on the books of the transferee bank and payments against the account shall be made in the following manner, namely:—

- (i) the transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be so registered) to pay within three months from such date as may be specified the uncalled amount remaining unpaid by him in respect of such shares and the calls in arrears, if any, and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent per annum for the period of the default;
- (ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of a debt or asset exceeds Rs. 3,000, the transferee bank shall not, except with the approval of the Reserve Bank of India,
 - (a) enter into a compromise or arrangement with the debtor or any other person or write off any such debt or asset;
 - (b) sell or otherwise dispose of any securities transferred to it or any asset taken over by it;
- (iii) the transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Companies Act, 1949 read with section 45H thereof and also with section 543 of the Companies Act, 1956;
- (iv) the transferee bank may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (5)(a) proves to be inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability whether contingent or absolute which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date;
- (v) the transferee bank shall, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above after deducting therefrom the expenditure incurred for the purpose and, with the approval of the Reserve Bank of India, such other expenses as may be considered reasonable and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if any, which may be available from out of the provision in respect of contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has finally been ascertained,—
 - (a) pay to the Corporation the amount received by the transferee bank from the Corporation under sub-section (2) of section 18 of the Deposit Insurance Corporation Act, 1961 and the amount, if any, provided for by the Corporation; and
 - (b) pay, in the case of depositors in respect of whom no amounts have been received by the transferee bank from the Corporation, the amounts due in respect of the collection accounts, and in the case of depositors in respect of whom any amounts have been received by the transferee bank from the Corporation or have been provided for by the Corporation the balance if any due to them in their collection accounts after the amounts due from the said accounts to the Corporation in respect of the payment made or provided for by the Corporation have first been paid in accordance with the provisions of sub-clause (a) above;

Provided that the amount due to the Corporation shall, if it becomes necessary so to do, be provided for on the books of the transferee bank and be paid to the Corporation in the manner specified in clause (b) of regulation 22 of the Deposit Insurance Corporation General Regulations, 1961:

Provided further that the transferee bank shall make the payments referred to in clause (b) above,—

- (i) if the corresponding or similar account mentioned in clause (b) of paragraph (5) has not been closed or has not matured for payment, by credit to that account, and
- (ii) if the said account has been closed or has matured for payment, in cash;
- (vi) The amounts due to the Corporation in terms of sub-clause (a) of clause (v) above and the amounts due to the collection accounts of the depositors in terms of sub-clause (b) of that clause shall rank equally among themselves, and if they cannot be paid in full shall abate in equal proportions;
- (vii) After the payments referred to in clause (v) of this paragraph have been made or provided for in full, the transferee bank shall, out of the balance of the amounts referred to in clause (v) which may be available to it, make payments pro rata towards the amounts, if any, due to the accounts of the former shareholders of the transferor bank;

Provided that the transferee bank shall give to any person to whom any payment may be due under this clause such reasonable notice, not exceeding three months and not being less than one month as it may consider appropriate of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that—

- (a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme; and
- (b) the share capital of the transferee bank shall be deemed to have been increased, and notwithstanding the provisions of any enactment, regulation or other instrument, it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme;
- (viii) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme;
- (ix) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting

therefrom first any such necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date in the order and the manner provided in clauses (v), (vi) and (vii) above.

(7) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (5) (a) and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(8) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(9) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor banks for anything which is in good faith done or intended to be done in pursuance of this scheme.

(10) All the employees of the transferor bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 6th September 1964:

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947, and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 6th September 1964:

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

(11) The persons specified in the schedule annexed to this scheme shall on the prescribed date cease to be the employees of the transferor bank and notwithstanding anything contained in any law for the time being in force or any agreement or contract, the persons so specified shall be entitled to and only to such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible to them under the rules or authorisations of the transferor bank immediately before the 6th September 1964:

Provided that the compensation if any for the loss of employment, so far as it relates to the unexpired portion of any contract of service, shall be such and only such as may be determined by the Reserve Bank (whose determination in this respect shall be final and binding):

Provided further that nothing herein shall be deemed to prevent the transferee bank from re-employing any person whose name has been specified in the schedule annexed to this scheme in such capacity and on such terms and conditions as the transferee bank may deem fit.

(12) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank:

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(13) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees' provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank:

Provided that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(14) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(15) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by pre-paid ordinary post to the addressee at the address registered in the books of the transferor bank until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(16) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and the transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

(17) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

Schedule attached to and forming part of the scheme for the amalgamation of the Bareilly Bank Ltd. as sanctioned by the Central Government under sub-section (7) of section 45 of the Banking Companies Act, 1949 (10 of 1949).

Name of the employee	Designation in the transferor bank
1. Shri C. L. Sangal	General Manager
2. Shri S. P. Misra	Manager, Head Office
3. Shri R. K. Khandelwal	Assistant Manager, Head Office
4. Shri Ram Saroop	Manager, Bazar branch, Bareilly.

[No. 17(21)-BC/64.]

S.O. 3961.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Companies Act, 1949 (10 of 1949), and in modification of this Department's Notification No. F. 17(21)-BC/64 dated the 5th September, 1964 the Central Government hereby directs that the order of moratorium made by it in respect of the Bareilly Bank Ltd., Bareilly, shall remain in force upto and including the 15th November, 1964.

[No. F. 17(21)-BC/64(i).]

S.O. 3962.—In pursuance of sub-section (7) of Section 45 of the Banking Companies Act, 1949 (10 of 1949), the Central Government hereby specifies the 16th November, 1964 as the prescribed date in relation to the scheme for the amalgamation of the Bareilly Bank Ltd. with the Benares State Bank Ltd. which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F. 17(21)-BC/64(ii).]

New Delhi, the 11th November 1964

S.O. 3963.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Naini Tal Bank Ltd., Naini Tal in respect of the property held by it at Norfolk Estate, Naini Tal till the 29th August 1965.

[No. F. 15(21)-BC/64.]

B. J. HEERJEE, Under Secy.

(Department of Economic Affairs)
New Delhi, the 21st November 1964

S.O. 3964.—Statement of the Affairs of the Reserve Bank of India, as on the 30th October, 1964.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	34,14,58,000
Reserve Fund	80,00,00,000	Rupee Coin	9,49,000
National Agricultural Credit (Long Term Operations) Fund	86,00,00,000	Small Coin	9,27,000
National Agricultural Credit (Stabilisation) Fund	9,00,00,000	National Agricultural Credit (Long Term Operations) Fund—	
National Industrial Credit (Long Term Operations) Fund	10,00,00,000	(a) Loans and Advances to :—	
Deposits :—		(i) State Governments	28,21,40,000
(a) Government :		(ii) State Co-operative Banks	11,86,33,000
(i) Central Government	95,93,41,000	(iii) Central Land Mortgage Banks	4,41,53,000
(ii) State Governments	11,72,58,000	(b) Investment in Central Land Mortgage Bank Debentures	4,41,53,000
(b) Banks :		National Agricultural Credit (Stabilisation) Fund—	
(i) Scheduled Banks	89,14,79,000	Loans and Advances to State Co-operative Banks . . . . .	..
(ii) State Co-operative Banks	3,15,98,000	National Industrial Credit (Long Term Operations) Fund—	
(iii) Other Banks	1,46,000	(a) Loans and Advances to the Development Bank . . . . .	..
(c) Others	142,16,14,000	(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
Bills Payable	42,64,95,000	Bills purchased and discounted :—	
Other Liabilities	35,22,85,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	181,85,40,000
		Balances held Abroad*	8,32,79,000
		Loans and Advances to Governments**	47,26,56,000
		Loans and Advances to :—	
		(i) Scheduled Banks†	1,68,25,000
		(ii) State Co-operative Banks††	158,39,78,000
		(iii) Others	2,06,58,000
		Investments	104,39,48,000
		Other Assets	27,20,72,000
Rupees	610,02,16,000	Rupees	610,02,16,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. Nil advanced to scheduled banks against usance bills under section 17(4) (c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 4th day of November, 1964.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 30th day of October 1964.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	34,14,58,000		Gold Coin and Bullion :—		
Notes in circulation	2397,27,85,000		(a) Held in India	117,76,10,000	
Total Notes issued		2431,42,43,000	(b) Held outside India . . . . .	..
			Foreign Securities	85,45,69,000	
			TOTAL		203,21,79,000
			Rupee Coin		107,03,92,000
			Government of India Rupee Securities		2121,16,72,000
			Internal Bills of Exchange and other commercial paper . . . . .		..
TOTAL LIABILITIES		2431,42,43,000	TOTAL ASSETS		2431,42,43,000

Dated the 4th day of November, 1964.

M. V. RANGACHARI,
Deputy Governor.

[No. F.3(2)-BC/64.]

R. K. SESHADRI,
Director (Banking & Insurance).

(Department of Revenue & Company Law)

INCOME-TAX ESTABLISHMENTS

New Delhi, the 31st October 1964

S.O. 3965.—Consequent on his posting as Income-tax Officer, Delhi, the powers conferred on Shri J. P. Malhotra by Notification No. 40-Income-tax Establishments, dated the 29th May, 1963, issued by the Ministry of Finance (Department of Revenue), are hereby withdrawn with effect from the afternoon of 19th October, 1964.

[No. 247.]

S.O. 3966.—In pursuance of clause (b) of sub-rule (ii) of rule 2 of the Appellate Tribunal Rules, 1946, the Government of India has been pleased to appoint Shri G. N. Gupta, Income-tax Officer, Class I and lately working as Assistant Director of Inspection (Income-tax) as Authorised Representative, Income-tax Appellate Tribunal, Delhi with effect from the afternoon of 19th October, 1964, to appear, plead and act for any Income-tax authority who is a party to any proceedings before the Income-tax Appellate Tribunal.

[No. 248.]

M. G. THOMAS, Under Secy.

(Department of Revenue & Company Law)

ESTATE DUTY

New Delhi, the 10th November 1964

S.O. 3967.—The Central Government hereby renews for a further period of three years with effect from the 13th October, 1964, the appointment of the under mentioned Valuers whose names were previously published in Part II, Section 3(ii) of the Gazette of India date the 14th October, 1961.

The scale of charges for the remuneration of Valuers appointed by the Central Government for valuing any property shall be as fixed below and no such Valuer shall charge a fee at a scale higher than the scale so fixed.

Provided that where two or more properties are required to be valued:—

- (i) by a Committee of Arbitration or by a third Valuer in pursuance of a single order, or
- (ii) by a valuer, in pursuance of a single reference made by a Controller of Estate Duty or at the instance of an accountable person,

all such properties shall be deemed to constitute a single unit of property for the purposes of fixing the fee payable to the Committee or the Valuer, as the case may be.

Scale of charges

On the first Rs. 50,000/- of the property so valued	$\frac{1}{2}$ % of the value
On the next Rs. 1,00,000/- of the property so valued	$\frac{1}{4}$ % of the value
On the balance of the property so valued	1/8% of the value.

I. ENGINEERS/SURVEYORS/ARCHITECTS

Sl. No.	Name	Address
1	Shri Ayer, S. T.	5, Palav Sadan, Jerbal Wadia Road, Parel, Bombay-12.
2	Shri Chhapia, V. K., B.E. (Civil), A.M.I.E.T. (Lond.).	Alli Chambers, Meadows Street, Fort, Bombay.
3	Shri Goregaoker, Vasant K., G.D. (Arch.) A.I.I.A., A.I.A.A. & S. (Lond.).	Rajabahadur Bansilal Mansion, 11, Bruce Street, Fort, Bombay-1.

Sl. No.	Name	Address
4	Shri Mistry, Manilal C., B.A., B.E. (Civil), A.M.I.E. (Ind.).	Madhu-Malti, Gandhi Bridge, Railway Crossing Ahmedabad-9.
5	Shri Pancholy, H. M., B.E., A.M.I.E.	13, Saraswati Society, Ahmedabad-7.
6	Shri Patkar, B.B., B.E., M.I.E. (Ind.)	"Prakash", Shivaji Park, Road No. 3, Bombay-28.
7	Shri Shah, Manikchand Rajoribhai, B.Sc., B.E., A.M.I.E. (Ind.).	Ratan Lodge Block 1, 9, King's Circle, Matunga Bombay-19.
8	Shri Thakker, M. M., B.E. (Civil), A.M.I.E. (Ind.).	10, Junction Plot, Rajkot (Gujarat.)
9	Shri Virani, T. V., B.E. (Civil), A.M.I.E. (Ind.).	1st Floor, 77, Meadows Street, Fort, Bombay-1.
10	Shri Apte, V. G., B.E., A.M.I.E.	31, Narayan Bagh, Indore.
11	Shri Vaishampayan, V. V., B.Sc., B.E.	135, Tilak Path, Indore.
12	Shri Khanna, P. N., M.I.M.E. (Lond.).	114, Darya Ganj, Delhi-6.
13	Shri Iyer, A. Nageswara, B.E.	36/2, Harrington Road, Madras-30.
14	Shri Narayana, P. S.	Director, The Engineering & Mineral Industrial Research Laboratory Mines House Malleswaram, Bangalore-3.
15	Shri K. Papa Rao, B.E., (Civil), A.M.I.E. (Ind.).	99, Himayath Nagar, Hyderabad (Andhra Pradesh).
16	Shri Rajagopalan, S., M.I.E. (Ind.).	Guru Vilas, Kutchery Road, Madras-4.

II. ACCOUNTANT]

1	Shri Bal, G. R., G.D.A., F.C.A.	C/o. M/s. Bal & Patankar, 50/56, Custom House Road, Nagree Building, Fort, Bombay.
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[No. 53/F. No. 5/58/64-ED.]
G. R. HEGDE, Dy. Secy.

(Department of Revenue and Company Law)

New Delhi, the 13th November, 1964

S.O. 3968.—In exercise of the powers conferred by rule 126X read with item (11) of clause (d) of sub-rule (2) of rule 126H of the Defence of India Rules, 1962, the Central Government hereby authorises the State Bank of India to acquire from the Government of India Mint, Bombay, for and on behalf of the Administrator, primary gold of a purity exceeding fourteen carats subject to the condition that the said Bank shall not by itself or through its agent sell or otherwise transfer or agree to sell or otherwise transfer any such primary gold to any person or institution unless such person or institution holds a permit under Part XIIA of the said Rules for the acquisition of gold.

[No. F.13/18/64-GC.II.]

B. D. PANDE, Addl. Secy.

MINISTRY OF COMMERCE

(RUBBER CONTROL)

New Delhi, the 9th November 1964

S.O. 3969.—Dr. Rana Varma, ex-Chairman, Rubber Board, Kottayam, has been granted a further extension of earned leave upto the 12th November, 1964, and in continuation leave on half average pay upto 11th January, 1965.

[No. F. 21(4)Plant(B)/61.]

(COFFEE CONTROL)

New Delhi, the 12th November 1964

S.O. 3970.—In exercise of the powers conferred by clause (c) of sub-section (2) of section 4 of the Coffee Act, 1942 (7 of 1942) read with clause (a) of sub-rule (2) of rule 3 of the Coffee Rules, 1955, the Central Government hereby appoints the Secretary to the Government of Mysore, Agriculture and Forest Department, as a member of the Coffee Board to represent the Government of Mysore in place of the Director of Agriculture Government of Mysore, Bangalore, who has resigned his membership thereof, and directs that the following further amendment shall be made in the notification of the Government of India in the late Ministry of Commerce and Industry No. S.O. 1194 dated the 19th April, 1962, namely:—

In the said notification, for item 1 and the entries relating thereto, the following item and entries shall be substituted, namely:—

“(1)—The Secretary to the Government of Mysore, Representative of the
Agriculture and Forest Department, Government of
Bangalore, Mysore.”

[No. F. 1(1)Plant(B)/62.]

B. KRISHNAMURTHY, Under Secy.

MINISTRY OF INDUSTRY AND SUPPLY

(Department of Industry)

ORDER

New Delhi, the 9th November 1964

S.O. 3971.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951, (65 of 1951) read with rules 2, 4, and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, for a period of two years with effect from the 17th October, 1964, the following persons to be members of the Development Council for the scheduled industries engaged in the manufacture or production of sugar, in place of members appointed under the Government of India, late Ministry of Commerce and Industry Order No. S.O. 3443 dated the 9th November, 1962, as amended from time to time, whose term of office has expired by efflux of time or otherwise:—

“Development Council for Sugar”

1. The Secretary, Department of Food, Ministry of Food & Agriculture, New Delhi (Ex-Officio)—Chairman.
2. The Joint Secretary incharge of Sugar, Ministry of Food and Agriculture (Department of Food), New Delhi (Ex-Officio).
3. Shri D. H. Narang, 2, Mall Avenue, Lucknow.
4. Shri S. Jaipuria, M.P., Swadeshi House, Civil Lines, Kanpur.
5. Shri R. P. Nevatia, Hindustan Sugar Mills Limited, Jehangir Wadia Building, Mahatma Gandhi Road, Bombay.
6. Shri S. K. Somaiya, Godavari Sugar Mills Ltd., Fazalbhoy Building, Mahatma Gandhi Road, Bombay.
7. Professor D. R. Gadgil, President of the National Federation, Gokhale Institute of Politics & Economics, Poona-4.
8. Shri P. S. Rajagopal Naidu, Vice-President of National Federation, “Prem-Kutir”, 11, Infantry Road, Vellore (Madras State).
9. The Chief Director, Directorate of Sugar and Vanaspati, Jamnagar House, New Delhi (Ex-Officio).
10. The Director, National Sugar Institute, Post Box No. 16, Kanpur (Ex-Officio).
11. The Director, Indian Institute of Sugarcane Research, P.O. Dilkusha, Raj Bareilly Road, Lucknow. (Ex-Officio).

12. Dr. H. G. R. Reddy, Development Officer, Dte. General of Technical Development, Ministry of Industry & Supply, Udyog Bhavan, New Delhi.
 13. The Cane-cum-Sugar Commissioner, U.P., Lucknow (Ex-Officio).
 14. The Cane Commissioner, Bihar, Patna (Ex-Officio).
 15. The Director of Industries & Commerce, Government of Mysore, Bangalore (Ex-Officio).
 16. Shri T. N. Lakshminarayanan, Secretary to the Government of Madras, Industries, Labour & Cooperation Deptt., Madras (Ex-Officio).
 17. Shri A. W. Khan, Joint Registrar of Cooperative Societies (Sugar), State Government of Maharashtra (Poona) (Ex-Officio).
 18. The Registrar of Cooperative Societies, State Government of Andhra Pradesh, Hyderabad (Ex-Officio).
 19. The Cane Commissioner Punjab, Chandigarh (Ex-Officio).
 20. Dr. B. L. Amla, Chairman, Industries Research, Consultancy & Extension, Central Food Technological Research Institute, Mysore.
 21. The Vice President, Indian Central Sugarcane Committee, 19, Rhotak Road, New Delhi.
 22. The Executive Director, National Productivity Council, 38, Golf Links, New Delhi.
 23. Shri J. M. Saha, Superintending Technologist, Birla Sugar Research Laboratory, Hargaon, U.P.
 24. Shri Mata Din Khatan, Bengal Sugar Merchants Association, Z-C, Ramkumar Rakhit Lane, Calcutta-7.
 25. Shri Chandrakant, T. Shinghvi, President, Bombay Sugar Merchants Association, 104—114, Frere Road, Bombay-9.
 26. Shri Jaman Lal Bhatia, President Delhi Sugar Merchants' Association, 6112, Gali Patashan, Naya Bans, Delhi-6.
 27. Shri Kashi Nath Pandey, M.P., Indian National Trade Union Congress, 19, Japling Road, Lucknow.
 28. Shri Braj Kishore Shastri, Hind Mazdoor Sabha, 3, A. P. Sen Road, Lucknow.
 29. Shri Bishwa Nath Roy, M.P. (Lok Sabha), 197, North Avenue, New Delhi.
 30. Shri Rama Bahadur Sinha, M.P. (Rajya Sabha), 102, South Avenue, New Delhi.
2. Shri P. K. Ray, Deputy Director, Directorate of Sugar & Vanaspathi, Ministry of Food & Agriculture, (Department of Food), New Delhi, is hereby appointed to carry on the functions of Secretary to the said Development Council.

[No. 2(8)/Dev. Councils/64.]

C. BALASUBRAMANIAM, Dy. Secy.

(Indian Standards Institution)

New Delhi, the 9th November, 1964

S.O. 3972.—In licence No. CM/L-774, dated 24th August, 1964, held by M/s. Angelo Brothers Limited, 7 Ram Gopal Ghose Road, Cossipore, Calcutta-2, the details of which were published under S.O. 3553, in the Gazette of India, Part II, Sub-section 3(ii) dated 3 September, 1964, grades I and IV of Shellac have been included w.e.f. 1st November, 1964.

[No. MD/12:1393.]

S.O. 3973.—Certification Marks Licence No. CM/L-500 issued in the name of M/s. Central Distributors Ltd., Bombay, the details of which are given in the Notification published under S.O. 3539 in the Gazette of India, Part II-Section 3(ii) dated 21st December, 1963, has been transferred in the name of M/s. Hind Cycles Ltd., 250 Worli, Bombay, with effect from 28th October, 1964.

[No. MD/12:1000.]

New Delhi, the 12th November 1964

S.O. 3974.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that the marking fee per unit for various products, details of which are given in the Schedule hereto annexed, have been determined and the fee shall come into force with effect from 16 November, 1964.

THE SCHEDULE


Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
1	2	3	4	5
1	Sago (Saboodana)	IS:899-1956 Specification for Sago (Saboodana).	One Tonne	50 Paise.
2	Decorative Thermo-setting Synthetic Resin Bonded Laminated Sheets.	IS:2046-1962 Specification for Decorative Thermo-setting Synthetic Resin Bonded Laminated Sheets.	One Square Metre	10 Paise.


[No. MD/18:2.]

S.O. 3975.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s), for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, as amended in 1961, and the rules and regulations framed thereunder, shall come into force with effect from 16 Nov. 1964.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. and Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
1	2	3	4	5
1		Sago (Saboodana)	IS:899-1956 Specification for Sago (Saboodana).	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

1	2	3	4	5
2		Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets.	IS:2046-1962 Specification for Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets.	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. MD/17:2.]

D. V. KARMARKAR,
Joint Director (Marks).

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 12th November 1964

S.O. 3976.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said section, namely :—

SENNA LEAVES AND PODS GRADING AND MARKING RULES, 1964.

1. Short title and application.—(1) These rules may be called the Senna Leaves and Pods Grading and Marking Rules, 1964.

(2) They shall apply to Senna Leaves and Pods (*Cassia angustifolia*) produced in India.

2. Definitions.—In these rules:—

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;

(2) 'Schedule' means a Schedule appended to these rules.

3. Grade designation.—The grade designations to indicate the quality of Senna leaves and pods shall be as set out in column 1 of Schedules II to IV.

4. Definition of quality.—The quality indicated by the grade designation shall be as set out against each grade designation in Schedules II to IV.

5. Grade designation marks.—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an outline map of India with the word 'AGMARK' and the figure of the rising sun, with the words 'Produce of India' and ' (भारतीय उत्पाद)' resembling the mark as set out in Schedule I.

6. Method of marking.—(1) The grade designation marks shall be applied to Senna leaves and pods in full pressed bales. The grade designation mark shall be securely attached to each bale in a manner approved by the Agricultural Marketing Adviser. In addition to the grade designation the following particulars shall be clearly marked on the label :—

- (1) Serial number.....
- (2) Trade description.....
- (3) Year of harvest.....
- (4) Date of pressing.....

(2) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container, provided that the private trade mark does not represent quality or grade of Senna leaves and pods different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. Method of packing.—Senna leaves and pods shall be press-packed with a covering of new gunny cloth in bales with sufficient number of bands tightly placed around the bales of customary weights of 100 to 200 Kgm.

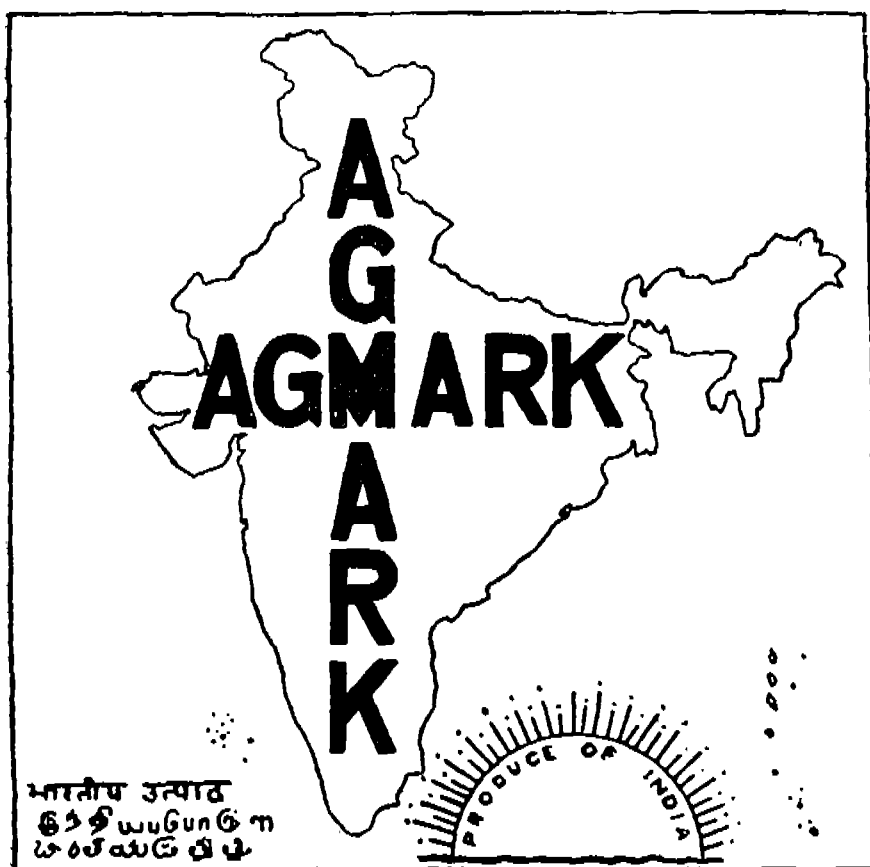
8. Special conditions of certificate of authorisation.—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following conditions shall be observed by packers to the satisfaction of the Agricultural Marketing Adviser, namely :—

- (1) Supervision over the grading and marking of Senna leaves and pods shall be exercised by Inspecting Officers authorised by the Agricultural Marketing Adviser.
- (2) Senna leaves and pods shall be graded and marked only at such baling presses as can provide proper space and facilities for cleaning, grading and marking and are approved of as such by the Agricultural Marketing Adviser.
- (3) The authorised packers shall provide all reasonable facilities to the Inspecting Officers for carrying on their work of supervision and analysis, such facilities to include the provision of a room for analysing samples.
- (4) Every holder of a Certificate of Authorisation shall, before removing or permitting any other buyer to remove any consignment of graded and marked bales of Senna leaves or pods from the grading premises, ensure that Inspecting Officers have had due notice, opportunity and facilities for carrying out check sampling and analysis in accordance with special instructions that may be issued by the Agricultural Marketing Adviser from time to time.

SCHEDULE I

(See rule 5.)

Design for the Grade designation mark.



Note.—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

SCHEDULE II
(See rules 3 and 4).

Grade designations and definition of quality of Senna leaves (Cassia angustifolia) known commercially as "Tinnevely Senna leaves".

Grade designation	Colour of the leaf	Size—leaves should be retained on the sieve with mesh size of linear length	Special Characteristics, (Refraction percentage by weight maximum)		Tolerance for size, by weight, maximum	General Characteristics
1	2	3	Stalks and sticks	Other refractions	6	7
Prime Bold . . .	Pale Green	1 eye in 1 cm.	5	..	25% of Prime No. I and 10% of Prime II.	1. Leaves of <i>Cassia angustifolia</i> shall be well developed.
Prime No. I . . .	Do.	3 eyes in 2.5 cm.	5	..	25% of Prime No. II and 10% of Prime No. III.	2. They shall have their characteristic aroma.
Prime No. II . . .	Do.	4 eyes in 2.5 cm.	5	..	25% of Prime No. III and 10% of Prime No. IV.	3. The produce shall be reasonably dry and free from disease, insect attack and broken leaves.
Prime No. III . . .	Do.	6 eyes in 2.5 cm.	5	5	30% of Prime No. IV and 10% of size lower than Prime No. IV.	
Prime No. IV . . .	Do.	8 eyes in 2.5 cm.	10	5	35% of size lower than Prime No. IV.	
T.V. No. I . . .	Pale Yellowish Green	3 eyes in 2.5 cm.	5	..	30% of T.V. No. II and 10% of T.V. No. III.	
T.V. No. II . . .	Do.	4 eyes in 2.5 cm.	10	..	30% of T.V. No. III and 10% of T.V. No. IV.	
T.V. No. III . . .	Do.	6 eyes in 2.5 cm.	10	..	30% of T.V. No. IV and 10% of size lower than T.V. No. IV.	
T.V. No. IV . . .	Do.	8 eyes in 2.5 cm.	15	5	35% of size lower than T.V. No. IV.	
T.V. No. V . . .	Do.	..	35	5	40% of T.V. No. IV and 20% of size lower than T.V. No. IV.	

Non-Specified.

Tolerance for colour—A tolerance of 5% of black leaves may be permitted in each grade.

Tolerance for broken leaves—A tolerance of 10% of broken leaves (two halves only) of the respective grades may be permitted in the pressed bales.

Stalks and sticks—These included stalks and sticks of senna plants only.

Other refractions—These comprise dust of Senna leaves (arising out of crushing of leaves), blemished, shrivelled and damaged leaves, the nature of damaged not affecting the inherent quality of the leaves.

"Non-specified"—Grade designation shall be applicable against a firm order from a recognised manufacturer according to specifications and blends not covered by the other grade designations and definitions of quality laid down in the schedule. "Firm Order" would mean either than the whole of the purchase money is to be paid in cash before hand or guaranteed in some other way. A recognised manufacturer shall mean manufacturer recognised by the Agricultural Marketing Adviser to the Government of India, Nagpur, as such.

All the percentages shall be worked out on the basis of total weight of the sample .

SCHEDULE III

(See rules 3 and 4).

Grade designations and definition of quality of blends of Senna leaves (Cassia angustifolia) and Cassia leaves (Cassia auriculata).*

Grade designation	Special Characteristics		General Characteristics
	"Senna leaves" percentage by weight (Min.)	"Cassia leaves" percentage by weight (Max.)	
1	2	3	4
T.V. Blend—A . . .	90	10	1. Leaves of <i>Cassia angustifolia</i> and <i>Cassia auriculata</i> used in the blends shall be well developed.
T.V. Blend—B . . .	80	20	2. They shall have their characteristic aroma.
T.V. Blend—C . . .	70	30	3. The produce shall be reasonably dry and free from disease, insect attack and broken leaves.
T.V. Blend—D . . .	60	40	
T.V. Blend—E . . .	55	45	

*The Senna leaves used for the preparation of the blend shall be of grade T.V. No. 3 and the refraction shall not exceed the limit as laid down for the same. All percentages shall be worked out on the basis of total weight of a sample excluding refraction.

SCHEDULE IV.

(See rules 3 and 4).

Grade designations and definition of quality of Senna pods derived from plants botanically known as *Cassia angustifolia*.

Grade designations	Colour of pods	Tolerance—percentage by weight (maximum)				General Characteristics
		Stalks and sticks	Skins	Senna leaves	Other re-fractions	
1	2	3	4	5	6	7
H.P. Pods—A	Golden, Greenish yellow.	2	3	..	..	1. All the pods shall be mature, reasonably dry and free from mould, insect attack and disease.
HP. Pods—B	Brownish, yellow.	2	3	..	..	2. The pods shall have their characteristic aroma.
O. I	Brown, Black (the latter not exceeding 75% of total weight)	5	15	2	3	3. The grade "pods-skins" consists of skin and their broken pieces.
Pods-Skins	Black.	5	..	5	5	
Non-specified.						

Stalks and sticks —These include stalks and sticks of Senna plants only.

Skins. —These include skins of Senna pods only.

Other refractions —These comprise dust of Senna leaves (arising out of crushing of leaves), blemished shrivelled and damaged leaves the nature of damage not affecting the inherent quality of the leaves.

Non-specified. —This grade designation shall be applicable against a firm order from a recognised manufacturer according to specifications blends not covered by the other grade designations and definitions of quality laid down in the schedule. Firm Order would mean either that the whole of the purchase money is to be paid in cash before hand or guaranteed in some other way. A recognised manufacturer shall mean manufacturer recognised by the Agricultural Marketing Adviser to the Government of India, Nagpur, as such.

[No. F. 17-23/63-AM]

SANTOKH SINGH, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 11th November 1964

S.O. 3977.—Whereas Dr. (Mrs.) R. Visalakshi, Superintendent, Government Training School for Health Visitors, Kasturba Gandhi Hospital Compound, Madras-5, has been elected to be a member of the Indian Nursing Council under clause (c) of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947) *vice* Miss M. Korah, Superintendent, Lady Reading Health School, Delhi.

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Health No. F.27/57/57-MII-(B) dated the 1st December, 1958, namely:—

In the said notification,

under the heading "Elected under clause (c) of sub-section (1) of section 3, against item 1, for the existing entry, the following entry shall be substituted, namely:—

"Dr. (Mrs.) R. Visalakshi, Superintendent, Government Training School for Health Visitors, Kasturba Gandhi Hospital Compound, Madras-5."

[No. F.27-31/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

PORTS

New Delhi, the 7th November, 1964

S.O. 3978.—In pursuance of sub-section (3) of section 6 of the Bombay Port Trust Act, 1879 (Bombay Act 6 of 1879), the Central Government hereby publishes the following return received from the Indian National Steamship Owners' Association, Bombay namely:—

"Return showing the name of the person elected by the Indian National Steamship Owners' Association Bombay in accordance with the provisions of Section 13(2) of the Bombay Port Trust Act, 1879 to fill the vacancy caused by the temporary absence of leave of Shri Vasant Shethi

Name of the person elected

Shri H. M. Desai

[No. 8-PG(151)/64.]

R. RANGARAJAN, Under Secy.

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 31st October 1964

S.O. 3979.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958 the Central Government hereby re-appoints the following persons, after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

1. Shri M. Bapineedu.
2. Smt. P. Mandakini Bai.

[No. F. 11(4)/63-FC.]

H. N. AGARWAL, Dy. Secy.

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 9th November 1964

S.O. 3980.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Oil Corporation Ltd., and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Special Land Acquisition Officer, C/o Indian Oil Corporation Limited, P.O. HATHIDAH, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar

District—Santhal Parganas

Thana—Deoghar.

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Chhotamanikpur No. 116	354 353	0.05 0.05	Badladih No. 117— <i>contd</i>	165 219 218	0.58 0.11 0.07
Badladih No. 117	156 159A 159B 167	0.34 0.06 0.56 0.30		160 164	0.31 0.06
			Sirsia No. 320	583	0.04

[No. 31/47/63-ONG-6-JAS.]

S.O. 3981.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Oil Corporation Ltd., and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Special Land Acquisition Officer, C/o Indian Oil Corporation Limited, P.O. HATHIDAH, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar

District—Monghyr

Thana—Chakai

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre
Mahpur No. 3 Tola	776	0.27	Mahpur No. 3 Tola	834	0.25
Narganjo	775	0.07	Narganjo— <i>contd</i>	833	0.025
	770	0.03		840	0.04
	763	0.015		839	0.01
	764	0.05		419	0.595
	766	0.08		416	0.10
	761	0.075		393	0.03
	760	0.02		366	0.005
	756	0.11		380	0.025
	755	0.075		769	0.05
	421	0.01			

[No. 31/47/63-ONG-1-JAS.]

S.O. 3982.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from the Ankleshwar Oil field in Gujarat State to Baroda in Gujarat State, pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, objection to the laying of the pipelines under the land to the competent authority at Elampoco, 4th Floor Sayajiganj Opp. College Lokmanya Tilak Road, Baroda in the office of the Gujarat Pipeline Project, Oil and Natural Gas Commission. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—GUJARAT

District—BROACH

Taluka—ANKLESHWAR

Village.	S. No	A.G.	Sq. Yds.
Borbhatha	253	0—2	0
Kansia Bet	44	2—17	101
Adol	354/1	0—28	2

[No. 31(38)/63-ONG.]

S.O. 3983.—Whereas it appears to the Central Government that it is necessary to the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Oil Corporation Ltd., and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Special Land Acquisition Officer, C/o Indian Oil Corporation Limited, P.O. HATHIDAH, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar

District—Monghyr

Thana—Teghra

Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with Thana No.	Survey No. (Plot No.)	Extent in acre
Nurpur No. 537	148	0.02	Bihat No. 504	2604	0.02
	153	0.01		2605	0.01
	171	0.005		2609	0.005
	172	0.01		2611	0.005
	202	0.01		2627	0.005
	909			7273	0.13
	173	0.025		7270	0.125
	178	0.10		7272	0.01
				7254	0.09
Bihat No. 504	1779	0.04		7257	0.045
	1780	0.01		7253	0.005
	2505	0.03		7281	0.025

[No. 31/47/63-ONG-10/HATH.]
P. P. GUPTA, Under Secy.

CORRIGENDA

New Delhi, the 9th November 1964

S.O. 3984.—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 2715 dated the 23rd July, 1964 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 21st August, 1964—

In Village Nurpur No. 537:

Against plot No. 202 read 0.015 acre for 0.03

Against plot No. 179 read 0.05 acre for 0.06

Against plot No. 182 read 0.04 acre for 0.06

In Village Bihat No. 504:

Against plot No. 2610 read 0.035 acre for 0.04

Against plot No. 7269 read 0.025 acre for 0.10

Against plot No. 7258 read 0.15 acre for 0.18

Against plot No. 2625 read 0.035 acre for 0.02

2. The following survey numbers with area shown against each shall be deleted:

Village	Survey Plot Number	Area in acre
Nurpur No. 537	203	0.003
	128	0.006
Bihat No. 504	2615	0.005
	7274	0.004
	7262	0.05
	7256	0.02

[No. 31/47/63-ONG-10/HATH.]

S.O. 3985.—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1592 dated the 29th April, 1964 published in the Gazette of India Part II, Section 3, Sub-section (ii) dated the 9th May, 1964—

In village Mahapur No. 3 (Tola Narganjo)—

Against	plot	No.	792 read	0.31	acre	for	0.37
"	"	786	"	0.035	"	"	0.05
"	"	787	"	0.02	"	"	0.06
"	"	774	"	0.37	"	"	0.64
"	"	771	"	0.05	"	"	0.14
"	"	767	"	0.02	"	"	0.05
"	"	768	"	0.005	"	"	0.03
"	"	759	"	0.045	"	"	0.21
"	"	831	"	0.16	"	"	0.30
"	"	832	"	0.015	"	"	0.045
"	"	407	"	0.26	"	"	0.305
"	"	379	"	0.07	"	"	0.08

2. The following survey numbers with area shown against each shall be deleted from Village Mahapur No. 3 (Tola Narganjo).

Survey Number	Area in acre
842	0.03
394	0.02

[No. 31/47/63-ONG-1JAS.]

S.O. 3986.—In the Schedule to the Government of India Ministry of Petroleum and Chemicals S.O. No. 1605 dated the 30th April, 1964 published in the Gazette of India Part II, Section 3 Sub-section (ii) dated the 9th May, 1964, the following shall be deleted:

	Survey No.	Extent in acres
From Village Badladih T. No. 117	8	0.12
	9	0.06
	154	0.015
	151A	0.015
	151B	0.16
	151C	0.265
	157	0.20
	158	0.235
	172	0.003
From Village Khawasdi T. No. 121	1	0.06
	3	0.13

[No. 31/47/63-ONG-6/JAS.]

P. P. GUPTA, Under Secy.

MINISTRY OF STEEL & MINES

(Department of Mines & Metals)

New Delhi, the 10th November 1964

S.O. 3987.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 3855 dated the 18th December, 1962.

[No. C2-22(15)/59.]

K. SUBRAHMANYAN, Under Secy.

(Department of Mines and Metals)

ORDER

New Delhi, the 11th November 1964

S.O. 3988.—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following further amendment in the Order of the Government of India in the late Ministry of Production, No. S.R.O. 1185, dated the 2nd April, 1957, namely:—

In the Schedule annexed to the said Order, after Serial Number 16 and the entries relating hereto, the following shall be added, namely:—

Column 1	Column 2	Column 3	Column 4
17	Director of Agriculture, Rajasthan, Jaipur.	Clauses (c), (d), (e), (f), (i) and (j)	In respect of distribution of coal received within the State of Rajasthan from collieries in Rajasthan and in respect of coal supplies received with in the State of Rajasthan against the quota fixed by the Central Government from time to time"
18	Deputy Director, Agriculture (Statistics), Rajasthan, Jaipur.	Do.	
19	All District Agriculture Officers in the State of Rajasthan.	Clauses (c), (f), (h), (i) and (j)	

[No. 11/10/64-CI]

S. KRISHNASWAMY, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 5th November 1964

S.O. 3989.—In exercise of the powers conferred by Sub-Section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints Shri Ram Rakha Mal as Assistant Settlement Officer for the purpose of performing the functions assigned to such Officers by or under the said Act with effect from the after-noon of the 18th September 1964.

[No. 8/62/AGZ/64.]

S.O. 3990.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the Union territory of Delhi Shri Ram Rakha Mal, Assistant Settlement Officer in the office of Regional Settlement Commissioner, Delhi as Managing Officer for the custody, management and disposal of compensation pool with effect from the after-noon of the 18th September, 1964.

[No. 8/62/AGZ/64.]

S.O. 3991.—In exercise of the powers conferred by Sub-Section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954. (No. 44 of 1954), the Central Government hereby appoints Shri D. R. Ahluwalia as Assistant Settlement Officer for the purpose of performing the functions assigned to such Officers by or under the said Act with effect from the after-noon of the 18th September, 1964.

[No. 8(63)AGZ/64.]

KANWAR BAHADUR.

Settlement Commissioner (A) &

Ex-Officio Deputy Secretary.

DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 13th November 1964

S.O. 3992.—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri P. D. Gaiha, as the Deputy Provident Fund Commissioner with effect from the forenoon of the 13th November, 1964 for the territories to which the said Act extends.

Further in exercise of the powers conferred by sub-section (1) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2054, dated the 4th June, 1964 published in Part II Section 3, Sub-section (ii) of the Gazette of India dated the 13th June, 1964, the Central Government appoints Shri P. D. Gaiha also to act as the Central Provident Fund Commissioner during the period of absence on leave of Shri E. V. Ram Reddi.

[No. 15(23)/64-PF-I.]

S.O. 3993.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri P. D. Gaiha to be an Inspector for the territories to which the said Act extends for the purposes of the said Act or of any Scheme framed thereunder in relation to an establishment belonging to, or under the control of, the Central Government or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. 18(23)/64-PF-I.]

SHAH AZIZ AHMAD, Dy. Secy.

New Delhi, the 13th November 1964

S.O. 3994.—In exercise of the powers conferred by sub-section (2) of section 3D of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri D. T. Ghatpande, Regional Provident Fund Commissioner Maharashtra, also as the Regional Provident Fund Commissioner for the Union Territory of Goa, Daman and Diu.

[No. 40(207)/64-PF-I.]

S.O. 3995.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri D. T. Ghatpande to be an Inspector for the whole of the Union territory of Goa, Daman and Diu for the purposes of the said Act or of any Scheme framed thereunder in relation to an establishment belonging to, or under the control of, the Central Government, or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field, or a controlled industry.

[No. 40(207)/64-PF-I.]

P. D. GAIHA, Under Secy.

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 10th November 1964

S.O. 3996.—In exercise of the powers conferred by section 4 of the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946), read with sub-rule (2) of rule 3 and clause (c) of rule 8 of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2661, dated the 20th August, 1962, published at page 2882 of the Gazette of India in Part II, Section 3(ii), dated the 25th August, 1962, namely:—

Against item 5, for the entry "Shri Palepu Dasaratharama Reddi", the entry "Shri M. Kota Reddy" shall be substituted.

[No. 23(3)61-MIII.]

R. C. SAKSENA, Under Secy.

New Delhi, the 10th November 1964

S.O. 3997.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the Bombay Port Trust, Bombay and their workmen which was received by the Central Government on the 5th November 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-22 of 1964

Employers in relation to Bombay Port Trust

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant,—Presiding Officer.

APPEARANCES:

For the employers.—Shri M. R. S. Captain, Legal Adviser with Shri R. K. Shetty Deputy Legal Adviser of the Bombay Port Trust.

For the workmen:—

For the B.P.T. General Workers' Union:—Shri S. Maitra, General Secretary.

For the B.P.T. Employees' Union:—Shri S. K. Shetye, Asstt. Secretary.

INDUSTRY: Docks and Ports.

STATE: Maharashtra.

Dated at Bombay, the 31st day of October 1964

AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 28/100/63-LRIV dated 3rd February 1964, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject matters specified in the following schedule to the said order:—

SCHEDULE

"Whether Shri Seva Singh, Driver Mechanic, Mobile Crane Section, Chief Engineer's Department, Bombay Port Trust, is senior to Shri Samel, Driver Mechanic, for the purpose of promotion to the post of Charge-man. If so, to what relief is Shri Seva Singh entitled?"

2. After the reference was made, the Bombay Port Trust General Workers' Union (hereinafter referred to as 'the Union') which has sponsored this dispute, filed its statement of claim dated 23rd March 1964, to which the Bombay Port Trust filed its written statement in reply dated 28th April 1964 and a supplementary written statement dated 30th May 1964. The Bombay Port Trust Employees' Union (hereinafter referred to as the 'the Employees' Union') did not file any written statement, but was represented and took part at the hearing, at which the Bombay Port Trust filed a number of documents and led the oral evidence of its Chief Engineer, Shri K. C. Desai (E.W-1).

3. Before I deal with the merits of the dispute, it is necessary to dispose of a preliminary objection raised by the Bombay Port Trust, viz. that this is a dispute relating to promotion and is therefore a matter over which the employers has exclusive control. According to the Bombay Port Trust this is a matter over which an industrial dispute cannot be raised and therefore the Tribunal has no jurisdiction to entertain such a reference. In support, Shri Shetty, the Deputy Legal Adviser of the Bombay Port Trust, who urged this objection, has relied upon the decision of the Supreme Court in the case of Brook Bonds (India) (Private) Limited and their workmen (1963 1 LLJ page 256) and upon the decision of the Industrial Tribunal, Andhra Pradesh, in the case of the Workmen of Andhra Bank Limited and Andhra Bank Ltd., Masullipatanam (1964 1 LLJ. page 243). Both these decisions, no doubt, recognised the well settled principle that promotions to which industrial employees are entitled normally would be treated as the function of the management, and that it must be left to the discretion of the management to select persons for promotion. But in this case, it is not a case of mere exercise of discretion by the employers as to which of two employees viz. Seva Singh and Samel (Mechanic Drivers) possessing the same qualifications, was to be promoted to the higher post of Assistant Chargeman/Chargeman, but the question here is whether Seva Singh having in 1956 passed the required qualifying test for promotion to the post of Assistant Chargeman was entitled to be promoted to that post before Samel, who was senior to him in service, but who passed the test some years later in 1962. The objection of the Union is to Samel having been at all allowed to appear for the test. In 1962, the management having by the Chief Engineer's Circular dated 15th October, 1958 ordered that no Driver Mechanic would thereafter be entitled to appear for the required test of knowledge of English ability to read catalogue and identify spare parts etc. It is admitted that whilst Seva Singh passed the qualifying trade test of Assistant Chargeman/Chargeman in 1956, Samel failed to pass the same in 1956, 1957 and 1958, the permission to appear and pass the test having been extended as an act of grace for 2 years, after the test was taken for the first time in 1956, and thereafter the Chief Engineer issued an order that no further trade tests would be held permitting Mechanical Drivers to qualify for the higher posts of Assistant Chargeman/Chargeman. Therefore, the main question here is not one of the management having promoted one employee in exercise of its discretion, but a question of an employee already having been promoted in 1956 by passing the prescribed trade test, being demoted or reduced in seniority from the rank of Assistant Chargeman/Chargeman, by a more senior Driver Mechanic having been allowed to qualify in 1962 as an Assistant Mechanic/Mechanic after the management itself had issued a circular that no driver mechanic would be allowed to qualify if he

had failed to pass the test by 15th October 1958. It will thus be seen that this is a dispute not involving a simple question of the employer's right to promote one of two employees having equal qualifications, but involves a question of an employee already having been promoted being reduced in seniority of rank in the promotion post by another employee being allowed to qualify for the post of the promotion post, in violation of an earlier order issued by the Administration. I, therefore, hold that two authorities cited by Shri R. K. Shetty, do not apply to the facts and circumstances of the instant case. I, therefore, reject the preliminary legal contention urged by Shri Shetty, the Deputy Legal Adviser of the Bombay Port Trust and hold that what has been referred is an industrial dispute and therefore this is a valid and legal reference, and I have jurisdiction to entertain the same.

4. Now, the facts of this case are that Samel joined the service of the Bombay Port Trust before Seva Singh did and was appointed as Driver Mechanic on 1st March, 1951, whilst Seva Singh was appointed as Driver Mechanic on 31st May, 1952. The channel of promotion then was as follows:—

- (1) Driver Mechanic.
- (2) Heavy Lift Crane Driver.
- (3) Assistant Chargeman—Chargeman.

It appears that the promotion to the post of Assistant Chargeman (now designated as chargeman) is on the basis of seniority-cum-suitability and that the suitability was determined by holding a trade test. The test is taken to see that the staff seeking to be promoted as Assistant Chargeman/Chargeman are, "experienced in trade and shall be literate enough in English to maintain log books, registers and capable of reading, working, drawing and controlling labour." This appears to be clear from the statements with regard to the duties and responsibilities of Assistant Chargeman/Chargeman made by the Bombay Port Trust Administration, before the Categorisation and Classification Committee (popularly known as the Jeejeebhoy Committee) at item 154 at page 54 and item 164 at page 58. The Bombay Port Trust had also stated in its statement before the Categorisation and Classification Committee that the basis of recruitment to the post of Assistant Chargeman/Chargeman is and was, promotion on the basis of seniority-cum-suitability.

5. It appears that on 17th June, 1956 an *ad hoc* committee was appointed by the Administration of the Port Trust among other things to test Driver Mechanics for suitability, for the purpose of promotion to the post of Assistant Chargeman/Chargeman. Both Seva Singh and Samel appeared for the test. It appears that Samel's rank as Driver Mechanic was 23rd whilst Seva Singh's was 26th. Seva Singh passed the test, but Samel failed. (See Annexure 'A' collectively to the B.P.T.'s written statement). The *ad hoc* Committee's recommendation with regard to Seva Singh stated as follows:—

- "10. Serial No. 26 Seva Singh supersedes Serial Nos. 23, 24 and 25 i.e. Gajanan S. Samel, Bhaskar S. Paranjpe and Rangai Sahebodin respectively, as the latter cannot read or write in English. He is recommended to act as Asstt. Chargeman."

It is admitted that on having passed this test, Seva Singh was considered qualified to be appointed as Assistant Chargeman/Chargeman and from a statement filed by the Bombay Port Trust (Exhibit 'G' to its supplementary written statement dated 30th day of May, 1964), it appears that Seva Singh immediately on qualification acted as Assistant Chargeman from 17th June, 1956 to 31st December, 1956 continuously i.e. for 6 months and 15 days. I may here pause and say that since his first officiating appointment on 17th June, 1956 till the date Samel qualified in 1962, and was first appointed to officiate as Assistant Chargeman on 29th April, 1963, Seva Singh had put in over 17 months' officiating duty as Assistant Chargeman.

6. But to continue, the *ad hoc* Committee in para 11 of its report observed and recommended as follows:—

- "During the examination of the various candidates it was observed that although some of them do not know to read and write in English, they can do so in the vernaculars, Marathi, Gujarati or Hindi. The vernaculars however could not help them to decipher the parts of the cranes, make duty slips or prepare requisitions. Such persons could not discharge their duties as Chargeman or

Assistant Chargeman satisfactorily. Some of them like Serial No. 12 Abdul Rahiman A. Latif stated that they would like to be given a chance for a year to learn to read and write in English. As these men are senior to those who are being recommended to supersede them and their practical work being reported as satisfactory, the Committee consider that some opportunity should be given to these men to achieve their aim. The Committee, therefore, recommend that a notice be put on the Board stating that the promotion now being effected will be temporary for a year so as to give an opportunity to them who have been superseded to learn to read and write in English reasonably well and be able to make logs, write reports prepare duty slips etc. At the end of this period they should be reconsidered for promotion and if found fit those who have superseded them should be accordingly demoted."

To this suggestion P.E.C. made the following note:

"I agree. Proper notice shall be placed on the Notice Board of the N.C.S. for the information of the staff concerned",

and the Chief Engineer made the following endorsement thereon dated 15th June, 1956:—

"The suggestion in para 11 is a good one and should be approved of."

7. On 23rd June, 1956, the Deputy Chief Engineer addressed a letter to the Mechanical Superintendent, Bombay Port Trust, in which he informed him that the Chief Engineer had directed that a proper notice should be placed on the Notice Board of the Mobile Crane Section for the information of the staff concerned as suggested by the *ad hoc* Committee in para No. 11 of its report stating that the promotions to the posts of Chargemen and Assistant Chargemen, Mobile Crane Section, which are now being effected will be temporary for a year and the employees who have now been superseded by their juniors for want of their knowledge to read and write in English will be reconsidered for the promotions at the end of the year if they learn to read and write in English reasonably well during the year and be able to make logs, write reports and prepare duty slips etc. and accordingly a notice dated 17th June, 1956, under the signature of the Officiating Assistant Mechanical Superintendent was put up stating that the two chargemen and five Assistant Chargemen had been appointed temporarily with effect from 17th June, 1956; that these appointment had been made on the basis of seniority-cum-suitability and had involved supersession of some senior employees, who, although satisfactory in their practical work, are not able to make reports of the conditions of the vehicles, maintain log books, prepare lists of spares parts, make out requisitions on the workshops, reports on accidents, all of which are required to be written in English; that they were not able to read in English, the various instruction booklets, and lists of manufacturer's spare parts which they are required to do. The notice further stated that, however, on the recommendation of the *ad hoc* Committee, who had scrutinised the abilities of all the persons who have been appointed or superseded, the Chief Engineer had directed that a notice be put up on the Notice Board, informing all the persons who had been superseded that the present appointments are purely temporary for one year so that an opportunity is given to those who have been superseded to learn to read and write in English reasonably well so that they can fulfil the requirements as explained above, and that all employees of the Mobile Crane Section, who have been superseded are therefore hereby informed to make every effort to learn to read and write in English, and within a year from this date i.e. 17th June, 1956, if they are able to make the mark they will be promoted and those who have superseded these will be demoted to their original places.

8. I may pause here and state that the result of the *ad hoc* Committee's recommendations of 17th June, 1956 and the appointments that followed immediately as a result thereof clearly was that all those who had not passed the test held by the *ad hoc* Committee were considered not qualified for appointment as Assistant Chargeman and were already deemed to have been superseded by those juniors to them in service, who had qualified for appointment as Assistant Chargeman by passing the trade test held by the *ad hoc* Committee. It was, however, decided on the recommendations of the *ad hoc* Committee to give one more opportunity to those who had failed in the test to qualify within a year, and that only on their so qualifying within a year of 17th June, 1956, (which was later extended by one more year), was the supersession already effected to be deemed to be ineffective. In other words, the promotion of those who had passed in the test held on 17th June, 1956 was to be confirmed vis-a-vis those senior to them

in service if those senior to them in service again failed to pass the test within a year from that date, and as stated later this opportunity was extended for one year more i.e. till 1958.

9. It appears that the next trade test was held by the *ad hoc* committee on 27th June, 1957 in which Samel appeared. He was candidate No. 12 and the report of the *ad hoc* Committee with regard to him was in the following terms:—

“3.12. Candidate No. 12—Gajanan Shanker Samel—He is not considered suitable for promotion as he could not read or write in English nor could he identify the illustrated spare parts from the catalogue.”

10. The Committee, however, again recommended in para 5 of its report (see page 4 of annexure ‘B’ to the B.P.T.’s written statement) that having also found that some of the candidates had taken advantage of the opportunity afforded to them of making good their deficiencies which had prevented them from being promoted as Chargeman/Assistant Chargeman earlier, the Committee recommended that further chance of one year be given to enable others to follow suit and that a notice to this effect should be put up on the notice board of the Mobile Crane Section, for the information of the employees concerned. Accordingly, another notice dated 16th July 1957 was put up (see exhibit ‘B’ collectively page 6 to B.P.T.’s written statement), which stated as follows:—

“As per directions of the Chief Engineer, Bombay Port Trust, this Notice is put up for the information of the staff of the Mobile Crane Section, who have been superseded for the appointment of Assistant Chargemen. The staff who have been superseded are aware that the candidate should be able to read and write English reasonably well so that he should be able to maintain logs, read spare parts, catalogues, make out requisitions and also make reports regarding accidents etc. Such staff is again given the opportunity to make efforts to learn to read and write English within a year from this date and if they are able to make the mark, they will be promoted to the post of Assistant Chargeman and those who have superseded will be demoted to their original posts.”

11. It appears that in pursuance of this notice another test was held by the *ad hoc* Committee on 17th July, 1958, at which the Committee was shown a letter dated 30th March, 1957, written by Samel, stating that he did not wish to become a heavy lift driver. The Committee, therefore, in its report about him observed, “he cannot, therefore, be considered for the post of Assistant Chargeman.” The net result of this was that Samel chose not to avail himself in July 1958 of the third chance for qualifying for appointment as Assistant Chargeman, he having failed in the earlier two tests held in 1956 and 1957.

12. Thereafter on 15th October, 1958, the Engineer of the Mobile Crane Section put up the following notice:—

Notice

“Re-appointment of staff to the post of Assistant Chargemen, Mobile Crane Section.”

“The staff who have been superseded by their juniors for the appointment of Assistant Chargemen in the Mobile Crane Section, are hereby notified that the Chief Engineer, Bombay Port Trust, has directed that no further extension of the opportunity for acquiring the knowledge of English can be given to them for the purpose of promotion over those who have already been promoted.” (Ex. E-2).

It is clear beyond the least doubt that on 15th October, 1958, the Administration had decided that no further opportunity would be given to the staff of the Mobile Crane Section to qualify as Assistant Chargeman/Chargeman thereafter. The result of this was that those Driver Mechanics who had by that date qualified as Assistant Chargeman/Chargeman and had superseded their colleagues senior in service were not to be demoted and their promotion was to be deemed to be confirmed and was not to be disturbed by anybody subsequently appointed to the post of Assistant Chargeman/Chargeman.

13. This decision was referred to by the Administration by statements made in the correspondence that passed between the Bombay Stevedores and Dock Labourers' Union and the Bombay Port Trust Administration. It appears that by its letter dated 25th July, 1958 the Bombay Stevedores and Dock Labourers' Union had represented to the Chief Engineer Bombay Port Trust, that one Shri A. M. Carvalho, who had passed the departmental test held in June 1956, was going to be demoted as Heavy Lift Crane Driver and superseded by one Abdul

Rehman, who had passed the trades test and qualified as Assistant Chargeman by passing the test held in July 1958. The Administration by its reply dated 8th October, 1958, pointed out that though Carvalho had passed the trade test earlier i.e. in June 1956, Abdul Rahiman A. Latif, who was senior to him in service was entitled to supersede him because he had passed the test held in July, 1958, and had qualified as Assistant Chargemen at the second chance that was given to the staff to appear for the test and get qualified as Assistant Chargeman. In its letter No. E/1-6A/30746 dated 8th October, 1958, the Deputy Chief Engineer, specifically observed as follows:—

"I have further to inform you that it has now been decided not to extend any further the aforesaid opportunity hitherto offered to the employees of Mobile Crane Section."

14. It appears that the case of Shri Carvalho was again raised by Dr. Shanti Patel, the General Secretary of the B.P.T. Employees' Union in January, 1959 (see Ex. E. 1 pages 3 and 4) and in his letter No. E/1-6A/51565, dated 30th January, 1959, addressed to the Secretary, Bombay Port Trust, the Acting Deputy Chief Engineer, stated as follows:—

"The question of the reversion of Shri A. M. Carvalho to his substantive post of Heavy Lift Crane Driver was previously raised by Shri H. N. Trivedi of the Bombay Stevedores and Dock Labourers Union and he was replied to under this office No. E/16A 30746 of 8th October, 1958, giving the full facts of the case. The draft reply was seen by the General Manager and was approved by him on 6th October, 1958, copies of the letters are enclosed herewith for information of the General Manager.

Sd/- Ag. Dy. Chief Engineer."

15. This case of Abdul Rahiman A. Latif, having been allowed to supersede Carvalho, who had passed the test earlier has been relied upon by both Bombay Port Trust and B.P.T. Employees' Union in support of Samel's claim. But in my opinion this case cannot help Samel because Abdul Rahiman A. Latif, had passed the trade test within the two further chances (after the first test held in June 1956, at which Carvalho had qualified) that were given to the staff to qualify as Assistant Chargeman by passing the trade test. From the notices of 1956 and 1957 which I have cited earlier, it is perfectly clear that if a mechanic Driver who had failed in the test held in 1956 had passed the trade tests held in June 1957 and July 1958, he would have been entitled, because of his seniority in service to supersede those who had passed the test earlier and who were officiating as Assistant Chargemen. As Shri Maitra has rightly urged the case of Abdul Rahiman A. Latif cannot help Samel because he qualified by passing the test prior to the issue of the notice of 15th October, 1958, where it was clearly stated that "no further extension of the opportunity for acquiring the knowledge of English can be given to the staff for the purpose of promotion over those who had already been promoted".

16. The matters stood thus till 1961, i.e. that Seva Singh had qualified and continued to officiate as Assistant Chargeman, whenever vacancies occurred as shown in the BPT's statement Exhibit 'G' to its supplementary written statement of 30th May, 1964, till there occurred a vacancy of Assistant Chargeman in the Mobile Crane Section from 28th April, 1961 and the Mechanical Superintendent recommended the appointment of an *ad hoc* Committee for the selection of a suitable candidate for promotion to this post from out of the four Senior Driver Mechanics of the Section of whom the senior most Driver Mechanic of the Diesel Engineering Section was Samel. The argument advanced in support of his being given yet another chance was that as Samel had been given two chances to come up to the grade of Assistant Chargeman's post from 1956 to 1958 and he had not succeeded and as it was decided by the Chief Engineer's order dated 15th October, 1958, that those who had not availed of the opportunity to improve their English would not be given further chance for re-examination. Shri Samel did not stand the chance for being promoted to the post of Assistant Chargemen. But in view of the new channel of promotion of Mechanical Crane Driver effective from 15th October, 1960 Samel appeared to be the only employee superseded, as the other employees of the Section who had superseded or had decided to continue as Heavy Crane Lift Driver and do not, after bifurcation of the channel of promotion, now stand the channel of promotion to this scheduled post. It was, therefore, put up for consideration, whether Samel should be given one more chance and allowed to appear for re-examination before the *ad hoc* Committee. It appears that Samel was allowed to appear for the qualifying test on 5th May, 1961. This decision to allow him to re-appear was evidently reached

on the ground that Samel was not considered for promotion to the post of Assistant Chargeman in 1958 as he did not wish to be a heavy lift driver. As thereafter the post of heavy Crane Driver had been separated for the channel of promotion to Assistant Chargeman's post, there appeared to be no objection to consider him for the test for the latter post. The Ad-hoc Committee after testing him on 5th May, 1961 reported as follows:--

"Good workmen. He was asked to make a small report in English, which he could not do properly. He was also asked to read the spare part book which he could do. He was told to improve his English after which he could be examined again by the Ad-hoc Committee." (see Annexure 'D' to B.P.T.'s written statement).

The then Deputy Chief Engineer, Mr. K. C. Desai, who gave evidence in this case (E.W. 1) thereupon informed Samel of the findings of the Committee and further informed him that he would be re-examined for that post if he improves his English and informs the Diesel Engineer, Mobile Crane Section accordingly in reasonable time (see Exhibit E. 4). It appears that Samel was again examined by the Ad-hoc Committee on 10th September, 1962 for the post of chargeman. It appears to me that the decision to allow him to appear again after a period of one year and four months after he had failed to pass the test held on 5th May, 1961 can be considered "in reasonable time", as directed by Ex. E. 4, only by those who were out to help him, regardless of past orders. But even in this test Samel did not completely satisfy the Ad-hoc Committee because as stated by the Deputy Chief Engineer, in his letter dated 3rd October, 1962, he had been considered suitable for being allowed to act as Chargeman in future vacancies, but on probation; that he would be kept under observation over an aggregate period of 6 months as an Acting Chargeman and, "if his work is not found to be satisfactory, his name would be removed from the panel of candidates for the post of chargemen's list" (see Exhibit E. 7 and E. 8). Thereafter, he officiated as a temporary Assistant Chargeman for the first time on 29th April, 1963 whilst, as stated earlier Seva Singh had acted as a chargeman since 17th June, 1956. It appears that till the 30th day of May, 1964 (see Annexure 'G' to B.P.T.'s supplementary written statement dated 13th May, 1964) Seva Singh had on 15 occasions officiated as Assistant Chargeman/Chargeman for an aggregate period of 19 months and 10 days from 17th June, 1956 to 26th May, 1964. Samel had, however, officiated on four occasions for an aggregate period of two months and eleven days, upto 30th May, 1964. It, however, appears from the statements made by the Bombay Port Trust in para 4 of its supplementary written statement dated 30th May, 1964 that Samel is now preferred to Seva Singh for appointment in vacancies of posts of Assistant Chargeman/Chargeman as he is treated as senior to Seva Singh for appointments to post of Assistant Chargeman/Chargeman, and this is what Seva Singh objects to.

17. On these facts the short question that falls for determination is whether Seva Singh is senior to Samel for the purpose of promotion to the post of Chargeman, and if not what relief is Seva Singh entitled to.

18. Shri Maitra for the Union, in support of Seva Singh's claim, has urged that Seva Singh having passed the qualifying examination for the post of Assistant Chargeman as early as in 1956, should be considered senior to Samel for appointments in that post. His main contention is that Samel having failed in the qualifying test even after three attempts the third attempt having been made in July 1958, he was under the Chief Engineer's notice dated 15th October, 1958 (Ex. E. 2) debarred from being allowed to appear for the qualifying examination. He has submitted that the subsequent orders permitting Samel to appear in the examination were invalid and improper and he has strongly urged that those orders were acts of favouritism shown to Samel by the Port Trust Administrative machinery. He had argued that the question now was who was senior for appointment in the posts of Assistant Chargeman since Samel had been wrongly deemed to be qualified for appointment as Chargeman with effect from 6th May, 1963. It appears that Seva Singh had been demoted to the post of Driver Mechanic when Samel was appointed as Officiating Chargeman. The Bombay Port Trust has in its supplementary statement explained that since 6th May, 1963, when Samel was deemed to have been qualified for appointments in the post of Assistant Chargeman/Chargeman, he was treated as senior to Seva Singh, for appointments for those posts, Samel being the Senior Mechanic Driver of the two. In other words, Samel is now considered as Senior to Seva Singh for appointments in the vacancies of Assistant Chargeman/Chargeman and is given preference over Seva Singh for such appointments.

19. The Bombay Port Trust, on the other hand led the evidence of the Chief Engineer, Shri K. C. Desai, to prove through him the office notings, which have

been collectively marked as Exhibit E. 3, with a view to establish that the orders made subsequent to the notice dated 15th October, 1962 (Ex. E. 2) were validly and bonafidely made and that the permission for re-examination of Samel in 1961 and 1962 were valid and in order. But in examination-in-chief itself Shri Desai (E.W. 1) stated:

"I am unable to recount the circumstances under which Samel was allowed to reappear for the test in 1961 but I have a faint recollection that the B.P.T.'s then Chief Engineer, Shri Sarma had said that it would not be fair to debar the senior members from appearing in the test and he (Shri Sarma) was of the opinion that they should be examined along with others."

He was questioned as to what talk Dr. Shanti Patel, the General Secretary of the B.P.T. Employees' Union (who had raked up the question of Samel being allowed to reappear for the examination) had with the General Manager of the Port Trust and whether Dr. Shanti Patel was satisfied with what the General Manager had told him, and he stated that he had no knowledge about it. There is nothing in the examination-in-chief of Shri Desai to suggest that the Chairman of the Bombay Port Trust or the Trustees had allowed the rules to be changed by which Samel could be allowed to appear for the examination three years after the circular dated 15th October, 1958 (Exhibit E. 2) which clearly stated that no further opportunity was to be given to any mechanical Driver for appearing for the test to qualify for appointment as Assistant Chargeman. Shri Desai could not throw any light on how the channel of promotion from the post of Mechanical Driver to Chargeman was introduced and how it came to be altered. He could not say whether any notice under Section 9(A) of the Industrial Disputes Act, 1947, was published when the channel of promotion was altered. The admissions made by Shri Desai in cross-examination are significant. He admitted in cross-examination that when he made his noting dated 2nd May, 1961, recommending that Samel and others should be examined by the Committee (Part of Ex. E. 3) he had no knowledge that Samel had failed to identify the illustrated part of the spare parts from the catalogue in the test held in 1957, and he further stated "I would not recommend any Driver Mechanic to be promoted to the post of Chargeman if he could not identify the illustrated spare parts from the catalogue." He, however corrected himself and added that reading through Ex. E. 4, he would say that at that time he was aware that Samel could not identify the illustrated spare parts from the catalogue. He then stated that the only reason why he made his endorsement dated 12th May, 1961 in Ex. E. 5, recommending that Samel would be given a fresh chance for the test, was that he felt that after the change in the channel of promotion Samel should be given another chance. But when further pressed in cross-examination he admitted that when he considered the notes (notings) in Exhibit E. 3, he was not aware of the notice dated 15th October, 1958 (Ex. E. 2) and he further stated that he had no knowledge upto the date he gave evidence that the notice dated 15th October, 1958, had been withdrawn. He categorically stated in cross-examination, "I was never told either by the General Manager or the Chairman that this Notice of 15th October, 1958 (Ex. E. 2) has been withdrawn. I was never told by either the General Manager or the Chairman that the Notice dated 15th October, 1958 (Ex. E. 2) was issued under a mistake and that I should forget all about it. I was not informed by Shri K. G. Sarma, the then Chief Engineer, when I made my endorsements dated 2nd May, 1961 and 12th May, 1961 on Ex. E. 3 and 12th May, 1961 on Ex. E. 3 and Ex. E. 5 respectively in so many words that the notice dated 15th October, 1958 (Ex. E. 2) had been issued under a mistake and that I should forget all about it. It is true that Shri K. G. Sarma had not at all referred to the notice dated 15th October, 1958 (Ex. E. 2) during the time I made my endorsements on Ex. E. 3 and Ex. E. 5, I would not allow any candidate to appear for the test to qualify for the post of Assistant Chargeman as long as the order, dated 15th October, 1958 (Ex. E. 2) remained in force. Before I could allow a candidate to appear for such a test the order dated 15th October, 1958 (Ex. E. 2) should have been withdrawn. I have never issued any order that the order dated 15th October, 1958, Ex. E. 2 was withdrawn."

20. It is clear from this evidence of the Bombay Port Trust's witness that when he made his endorsement on Ex. E. 3 and E. 5, recommending that Samel may be allowed to re-appear for the test, he was in the first place not aware that the notice dated 15th October, 1958 (Ex. E. 2) had been issued stating that no further chance would be given to the Driver Mechanics to appear for the qualifying test for promotion to the post of Assistant Chargemen. From the evidence of Shri Desai (E.W. 1) I am more than satisfied that his endorsements on Ex. E. 3 and E. 5 were made by him under a completely mistaken notion and in ignorance of material facts not having been brought to his attention or suppressed from him.

21. I am not at all satisfied by the B.P.T.'s contention that the notice of 15th October, 1958 Ex. E. 2 was issued by a mistake or that it was illegal. I am rather surprised that the B.P.T. itself should have argued that the notice dated 15th October, 1958, was invalid for the reason that it was in violation of the provision of the Section 9(A) of the Industrial Disputes Act. I do not think that that notice attracted the provisions of Section 9(A) of the Industrial Disputes Act. In fact the administration had gone out of its way and given two more chances one in 1957 and the other in 1958 to those candidates who had failed in 1956 to pass the test for qualifying as Assistant Chargeman.

22. I am more than satisfied that Samel was allowed to appear for the test in 1961 and 1962 in violation of the order of 15th October, 1958 (Ex. E. 2), which had not been corrected or withdrawn but which had remained in force.

23. Now, even assuming that Samel was rightly allowed to appear for the test in 1962 and had properly qualified for the post of Assistant Chargeman, could he claim seniority over Seva Singh, who had qualified for this post in 1956, because of his original seniority in the service of the Company? Shri Desai (E.W. 1) in his cross-examination by Shri Shetye, (in modifying what he had stated in his cross-examination by Shri S. Maitra) stated that his interpretation of the notice dated 15th October, 1958 was that a candidate who had failed in the test for promotion for chargeman's post was not debarred from re-appearing for the test again "but he cannot get promotion over those who had already been promoted". "By being promoted I mean those who have already passed the test". I think this is the correct position. It must be remembered that when Seva Singh passed the test in 1956, he was promoted to the post of Assistant Chargeman, but he was told that if within one year, Samel or the others senior to him in service passed the test they would have seniority over him in the post of Assistant Chargeman. The same thing was repeated when another chance was given to Samel and others to appear for the test in 1958 and on 15th October, 1958 a notice was issued (Ex. E. 2) prohibiting any further opportunity being given to qualify for the post of Chargeman. Thereafter, it cannot be said that it was still open to Samel at any time thereafter to pass the test and oust Seva Singh from his seniority. There is nothing in the rules which have been cited before me to support such a claim on behalf of Samel. The Bombay Port Trust has sought to rely upon the award of the Industrial Tribunal, Shri A. Das Gupta, in reference No. 5 of 1957, where Shri Das Gupta had laid down certain rules governing seniority. But, as rightly pointed out by Shri S. Maitra, those rules were and are applicable to the Flotilla Crew and not to the workmen of the Mobile Crane Section of the Chief Engineer's Department. Whilst I do not uphold Shri Maitra's contention that my award in Reference No. CGIT 65 of 1961 supports him on the facts and circumstances of the case, I hold that in the matter of seniority in the posts of Assistant Chargeman (Chargeman) Seva Singh must be considered to be senior. This is important for him for the purpose of his future appointments in the post of Assistant Chargeman/Chargeman and promotion to higher posts and in my opinion the fact that when Samel qualified and was appointed to officiate as Assistant Chargeman, he was drawing a higher basic pay would make no difference.

24. In conclusion, I cannot but help observing that in this case a competent workmen is being sought to be deprived of his seniority in a higher post to which he had qualified by merit because of inter-union rivalry and pressure on the administration resulting therefrom. I am satisfied that the notice of 15th October, 1958 was sought to be by-passed years later, because of a powerful Unions having interested itself and raked up the claim on behalf of Samel who had till then been repeatedly held to be incompetent to hold the post of Chargeman. Seva Singh qualified to be appointed as Assistant Chargeman in 1956 and Samel could not qualify for it till 1962. By the time Samel qualified Seva Singh had put in more than 17 months service as Assistant Chargeman and to deprive such a workman of his seniority in that post when there was a definite circular dated 15th October, 1958 that thereafter no one would be permitted to appear for the Assistant Chargeman's qualifying test, would amount to make it a travesty of the principle of seniority-cum-suitability on which the appointment to the post of chargeman are admittedly made.

25. In the result I hold that Seva Singh is senior to Samel for the purposes of promotion for the post of Chargeman and award accordingly.

26. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.
[No. 28/100/63/LR.IV.]

S.O. 3998.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the Bombay Port Trust, Bombay and their workmen represented by the Bombay Port Trust General Workers' Union, Bombay which was received by the Central Government on the 6th November 1964.

ARBITRATOR'S AWARD

(Under Section 10-A of the Industrial Disputes Act, 1947)

IN THE MATTER OF THE ARBITRATION

BETWEEN

The Trustees of the Port of Bombay

AND

Their Workmen

Employed as Steam Crane Drivers and Mobile Crane Drivers, Grade II, in the Engineering Department.

PRESENT:

F. Jeejeebhoy, Barrister-at-Law, Arbitrator.

APPEARANCES:

Representing Employers: Shri M. R. S. Captain, I.O.M.

Representing Workmen: Shri S. Maitra.

The Trustees of the Port of Bombay and their workmen employed as Steam Crane Drivers and Mobile Crane Drivers, Grade II, of the Engineering Department have agreed to refer the following disputes to my sole arbitration:—

“Whether under the Scheme recommended by the Committee appointed by the Government of India, Ministry of Transport and Communications, by its Resolution No. 23-PLA(103)/59, dated 12th May 1960—

- (1) Steam Crane Drivers of the Bombay Port Trust are entitled to payment at Piece Rates and, if so, whether such payment should be made with effect from 1st October 1962; and
- (2) Mobile Crane Drivers, Grade II, are entitled to payment at Piece Rates in the following circumstances:—
 - (i) while operating a Tractor or a Fork-lift in conjunction with a Steam Crane or a Loco Crane at the Docks;
 - (ii) while operating a Tractor, a Fork-lift, or a Platform Truck in conjunction with a ‘Coles’ or other Mobile Crane used as a wharf crane at the Docks, at Frere Basin or at Hay or Haji Bunder; and
 - (iii) while operating a Tractor, a Fork-lift, or a Platform Truck with Shore Workers other than Baroots.”

2. The Reference Agreement which is dated the 4th August 1964 has been duly published in the Gazette of India by an Order of the Government of India in the Ministry of Labour and Employment, dated 8th September 1964.

3. This Reference is based upon the Report of the Committee appointed by the Government of India to examine the feasibility of evolving the system of payment by results to certain categories of employees under the Bombay and Madras Port Trusts and the Bombay Dock Labour Board. The date of the Report is 19th June 1962.

4. The categories now before me are the Steam Crane Drivers and the Mobile Crane Drivers, Grade II, who claim that while working as stated in the issues they are entitled to payment at Piece Rates in terms of the Committee's Report.

5. As regards Issue (I), we are here concerned with the three classes of Steam Cranes:

- (a) Four Steam Cranes which are completely mobile and move and work under their own steam.

- (b) Three Steam Cranes which are also mobile and work under their own steam, but which can move only on the railway track.
- (c) One 3-ton and one 20-ton Steam Cranes which are used as stationary cranes for heavy lifts, but which nevertheless have to be moved from place to place along the wharf on tracks. These Cranes cannot be regarded as Mobile Cranes.

6. The Committee had arrived at the conclusion that (among other categories) the mobile crane drivers, including operators of tractors, fork-lifts, and platform trucks at Bombay and Madras when engaged on a ship unloading, were eligible for induction into the general concept of the existing scheme of Piece Rates. The ratio decidendi of the Committee's decision is as stated in Paragraph (9) of its Report, namely, 'the following categories of dock workers of Bombay and Madras Ports, having regard to their functions as being in some way associated with the handling of cargo of the respective Ports, or as lying within the cycle of operations, * * *, are eligible for induction into the general concept of the existing scheme of Piece Rates, by being geared to it in some appropriate manner'.

7. It is the Union's case that in the terms of the Committee's Report the specified categories in this Reference are entitled to Piece Rates and should not be excluded from the operation of the Committee's findings.

8. I have heard the parties fully on the issues, and I was glad to have their assistance, and on some matters their concurrence.

9. I award that Issue (I) shall be answered in the affirmative in respect of the aforesaid four Steam Cranes which are completely mobile, and also in respect of the three Steam Cranes which can move only on railway track. The fireman attached to the Steam Crane, and in some cases there are two persons, should each get as Piece Rate earnings an amount equivalent to twenty-five per cent of the Mobile Crane Drivers Piece Rate earnings, which in turn will be ascertained according to the terms of Paragraph (14) of the Committee's Report.

10. As regards Issue (2)(i) I award that as a corollary to the decision on Issue (1) the Mobile Crane Drivers, Grade II, shall get Piece Rates according to Paragraphs (14) and (15) of the Report, while operating a tractor or a fork-lift in conjunction with the said seven Steam Cranes at the Docks when engaged on a ship unloading.

11. As regards Issue (2)(ii), I award that the Mobile Crane Drivers, Grade II, will be entitled to payment at Piece Rates as provided by Paragraphs (14) and (15) of the Committee's Report while operating a tractor, a fork-lift, or a platform truck, in conjunction with a 'Coles' or other Mobile Crane used as a wharf crane (other than heavy lift crane) at the docks, at Frere Basin or Hay or Haji Bunder.

12. Issue (2)(iii). By this issue it is claimed that Mobile Crane Drivers, Grade II, are entitled to payment by Piece Rates while operating a tractor, or fork-lift, or platform truck 'with shore workers other than Baroots'. Baroots are a category of stackers in Bombay Port who have traditionally worked as stackers of particular types of cargo, and a list of what they did not stack was given as an Exhibit as far back as 1954 when the Piece Rate Scheme was originally before the Bombay Tribunal. The Committee has not included all shore workers of Bombay in the Piece Rate Scheme, but it did extend the scheme to the Baroots by specific designation. When temporary Baroots are required, the men selected for the work are given the higher wages of Baroots. Such is the background to this question. It is however clear that the answer to this issue must be in the negative. The Reference to me is 'whether under the scheme recommended by the Committee' the Mobile Crane Drivers, Grade II, are entitled to Piece Rates while operating a tractor, a fork-lift, or a platform truck with shore workers other than Baroots. The answer is that the Committee did not so recommend, and the claim made in this last issue fails.

13. As regards the retrospective effect which has been claimed, there is no practical difficulty anticipated by giving such retrospective effect. I think it is just that retrospective effect should be given to the relevant provisions of this award from the date on which the Committee's recommendations were implemented. It is however clear that those persons now before me who refused to do their allotted work would not be entitled to retrospective effect for the periods of their refusal.

14. Now therefore I hereby make my Award in terms aforesaid this the third day of November 1964.

Sd./- F. JEEJEEBHAY,
Arbitrator.
[No. 28/93/64/LR.IV.]

ORDERS

New Delhi, the 10th November 1964

S.O. 3999.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Maharashtra Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the management of the Bank of Maharashtra Limited was justified in withholding the salary of the clerk Shri S. C. Hiwarkar for the period between the 10th March 1964 and 30th March, 1964 without following the procedure laid down in paragraph 18.28 of the Award, dated the 7th June, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay, published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2028 dated the 13th June, 1962?

(2) If not, to what relief is Shri Hiwarkar entitled?

[No. 51(65)/64-LR.IV.]

S.O. 4000.—Whereas an industrial dispute exists between the employers in relation to the Calcutta Port Commissioners, Calcutta and their workmen represented by the National Union of Port Trust Employees, Calcutta;

And whereas the said employers and the said workmen have, under sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the dispute to arbitration by an Arbitration Agreement and have forwarded to the Central Government under sub-section (3) of the said section a copy of the said Arbitration Agreement;

Now, therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said Arbitration Agreement which was received by it on the 5th November, 1964.

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)

Between

The Commissioners for the Port of Calcutta and their workmen.

Representing Employers—Shri S. K. Ghosh, Deputy Chairman, The Commissioners for the Port of Calcutta, 15 Strand Road, Calcutta-1.

Representing workmen—The National Union of Port Trust Employees, 10 Mohan Chand Road, Calcutta-23.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri Subodh Chandra Mukherjee, Sarsuna, Chaudhuri para, Calcutta-8.

(1) Specific matters in dispute.

Whether making coal fire for lighting up of locomotives as well as of lighting and building fire in fire boxes of locomotives; and

whether shifting of locomotives inside the shed of the yard attached to the loco shed including point setting, coupling etc.;

Are part of the duties and responsibilities of the loco cleaners or not. If not, how many of the cleaners are involved in carrying out the above jobs and what relief, if any, they ought to be allowed.

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

The Chief Mechanical Engineer, No. 8 Garden Reach Road, Calcutta-43 and the Loco Cleaners attached with the Loco Shed of the Loco Section under the Chief Mechanical Engineer of the Commissioners for the Port of Calcutta.

(iii) Name of the Union, if any, representing the workmen in question.

The National Union of Port Trust Employees, No. 10 Mohan Chand Road, Calcutta-23.

(iv) Total number of workmen employed in the undertaking affected.

The total number of employees in the Calcutta Port is 40,000 approximately.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

38.

We further agree that the decision of the arbitrator shall be binding on us.

Signature of parties.

Sd/-

Deputy Chairman,

The Commissioners for the Port of Calcutta.

Witnesses:

(1) Sd/-

7-10-64.

(2) Sd/- R. R. SHARMA,

Secretary, N.U.P.T.E.

7-10-64.

Sd/-

General Secretary,

National Union of Port Trust Employees.

In the matter of the following industrial dispute between the Commissioners for the Port of Calcutta, represented by Sri S. K. Ghosh, Deputy Chairman, the Commissioners for the Port of Calcutta and their workmen, represented by the National Union of Port Trust Employees, 10 Mohan Chand Road, Calcutta-23, I, Sri Subodh Chandra Mukherjee, Sarsuna, Chaudhuripara, Calcutta-8 do hereby give my consent to act as an Arbitrator.

Whether making coal fire for lighting up of locomotives as well as of lighting and building fire in fire boxes of locomotives; and

Whether shifting of locomotives inside the shed of the yard attached to the loco shed including point setting, coupling etc.;

Are part of the duties and responsibilities of the loco cleaners or not. If not, how many of the cleaners are involved in carrying out the above jobs and what relief, if any, they sought to be allowed.

Sd/- SUBODH CHANDRA MUKHERJEE.

Dated: the 19th October, 1964.

[No. 22/111/64/LR.IV.]
er Secy.

New Delhi, the 10th November 1964

S.O. 4001.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President hereby entrusts to the Government of Madhya Pradesh, with the consent of that Government, the functions of the Central Government under the Industrial Disputes Act, 1947 (14 of 1947), in so far as they relate to industrial disputes concerning the industrial establishment specified in the Schedule hereto annexed.

THE SCHEDULE

The Coke Oven and Bye-Products Section of the Bhilai Steel Plant.

[No. 8/167/63-LR-II.]

New Delhi, the 11th November 1964

S.O. 4002.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following corrections made by the Central Government Industrial Tribunal, Calcutta under rule 28 of the Industrial Disputes (Central) Rules, 1957, in its award made in the industrial dispute between the employers in relation to the Adjai II Colliery, Post Office Charanpur, District Burdwan, and their workmen published, with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 3302, dated the 3rd September, 1964 on pages 3725 to 3729 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 12th September, 1964, namely:—

In the said award, at the end;

for "Dated, 2nd August, 1964"

read "Dated, 28th August, 1964".

Sd./- L. P. DAVE,

Presiding Officer.

[No. 6/5/63-LR.II.]

S.O. 4003.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad in the industrial dispute between the employers in relation to the North Bhagatdih Colliery, Post Office Jharla, District Dhanbad, and their workmen, which was received by the Central Government on the 6th November, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47)

REFERENCE No. 13 OF 1963

PARTIES:

Employers in relation to the North Bhagatdih Colliery, P.O. Jharla, District Dhanbad, Bihar.

AND

Their workmen.

PRESENT:

Sri Raj Kishore Prasad, M.A.B.L., Presiding Officer.

APPEARANCES:

For the employers—Sri S. S. Mukherjee, Advocate

For the workmen—Sri Shankar Bose, Secretary, Colliery Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated 23rd September, 1964

AWARD

Ministry of Labour & Employment, Government of India. by its Order No. 2/ 115/62-LR.II, dated 6th February 1963, referred under Section 10(1)(d) of the

Act for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to the North Bhagatdih Colliery and their workmen in respect of the matter specified below:

"Whether the management of North Bhagatdih Colliery, P.O. Jharia, (District Dhanbad) were responsible for the cessation of work of Sri Sugrim Raj Bhar, Miner? If so, were they justified? If not, to what relief is he entitled?"

2. On 22nd September 1964 both the parties appeared before the Tribunal. The management was represented by Sarvashree S. S. Mukherjee, Advocate, and, M. M. Agarwalla, Superintendent of the Company, and the concerned workman was represented by himself and by Sri Shankar Bose, Secretary, Colliery Mazdoor Sangh.

3. Both the parties filed a joint petition of compromise, signed by the aforesaid persons and jointly prayed that an award in terms of the said compromise be made.

4. According to the compromise the workman concerned Sri Sugrim Raj Bhar does not claim any reinstatement in service and, therefore, his termination of service with effect from 8th July 1962 has been confirmed. The management, however, has agreed to pay a lump sum of Rs. 500/- in full and final settlement of all his claims and dues to the workman concerned, and he will also be entitled to be paid any other amount to which he may be entitled or to any other sum which may be in deposit to his credit. According to the compromise the workman concerned will vacate the colliery quarter occupied by him within seven days from the date of the compromise and then the management will pay the above sum of Rs. 500/- on receipt of vacant possession of the quarter from the workman concerned. It may be stated here that it was represented before me by the workman concerned that the quarter in which he is living does not stand in his name and he is not its allottee and, therefore, he says it would be impossible for him to vacate the house which belongs to another person and not to him. The management has very rightly agreed that it will look into its records and find out the correct position. If the management finds that the house in question is not in the name of the workman concerned the question of its vacating by him will not arise and to that extent the compromise will stand modified with the consent of the parties concerned.

5. It was further agreed between the parties that the aforesaid sum of Rs. 500/- will be paid to the concerned workman as soon as possible. Subject to the above modification, therefore, I accept the compromise, the terms of which otherwise are quite fair and reasonable and in the interest of both parties.

6. The reference, therefore, is disposed of in terms of the compromise dated the 22nd September 1964, which is marked Annexure 'A' and an award in terms of it is made and the said compromise is made a part of it.

7. This is the award which I make and submit to the Government of India under Section 15 of the Act.

Dhanbad: 23rd September 1964.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 13 OF 1963

Employers in relation to North Bagadilh Colliery.

AND

Their workmen.

The parties above named beg to state that the above reference is amicably settled between the parties on the following terms. This is without prejudice to the contentions of parties raised in their respective written statements.

1. That the service of Sri Sugrim Raj Bhar, Miner, the workman concerned in the present dispute will stand terminated with effect from 8th July 1962.

2. That Sri Sugrim Raj Bhar does not claim any reinstatement in service.
3. That the management will pay a sum of Rs. 500/- (five hundred) in full and final settlement of all his claim and dues to Sri Sugrim Raj Bhar. Any other amount to which he will be entitled will be paid to him.
4. That Sri Sugrim Raj Bhar will vacate the colliery quarter occupied by him within seven days from today and the management will pay the above sum of Rs. 500/- (five hundred) on receipt the vacant delivery of possession from Sri Sugrim Raj Bhar.

It is humbly prayed that the above reference be disposed of on the terms aforesaid and an award passed accordingly.

For Employer:
(M. M. AGARWALA)
Superintendent.

(S. S. MUKHERJEA),
Advocate.

For Workmen:
(SHANKAR BOSE),
Secretary.

Colliery Mazdoor Sangh.
(SUGRIM RAJ BHAR),
Workman.

Dhanbad, the 22nd September 1964.

[No. 2/115/62-LR-II.]

New Delhi, the 12th November 1964

S.O. 4004.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad, in the industrial dispute between the employers in relation to the North Bhagatdih Colliery, Post Office Dhansar, District Dhanbad, and their workmen which was received by the Central Government on the 5th November, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE No. 26 of 1963

PARTIES:

Employers in relation to the North Bhagatdih Colliery, Post Office, Dhanbad, District Dhanbad.

AND

Their workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.,—Presiding Officer.

APPEARANCES:

For the Employers: Sri S. S. Mukherjee, Advocate.

For the workmen: Sri Shankar Bose, Secretary, Colliery Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal

Dhanbad, dated the 23rd September, 1964

AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 2/8/63-LR.II, dated the 22nd March, 1963, referred, under Section 10(1)(d) of the Industrial Disputes Act, 1947, to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to the North Bhagatdih Colliery and their workmen in respect of the matter specified below.

SCHEDULE

“Whether the termination of the services of Sri Ram Karan Bhār, Coal Cutter, by the management of North Bhagatdih Colliery P.O. Dhansar.

Distt. Dhanbad, with effect from the 15th December, 1962, was justified? If not, to what relief is he entitled?

2. The employers filed their written statement on 26th April 1963 in which they took an objection that the present dispute was an individual dispute and not an industrial dispute but this point was not pressed at the hearing and, therefore, no opinion is expressed thereon.

In the written statement, it is stated by the management that, the workman concerned was away from his duties since 24th July 1962 on account of continued ill health; that during the conciliation proceedings the management was informed that the workman concerned was undergoing treatment in the Central Hospital, Dhanbad, from 17th August 1962 to 8th September 1962 and was directed by the Hospital doctors to continue treatment and further learnt that the Superintendent, Central Hospital, Dhanbad, on 16th October 1962 recommended light duties to Sri Ram Karan Bhar; that after the discharge of the workman concerned dated 8th September 1962 he did not send any intimation nor did he apply for leave and even on or after 16th October 1962 he did not at any time report for duty and, therefore, as he remained absent without any information or authorised leave since after 8th September 1962 a registered letter was sent to him on 22nd October 1962 asking him to resume his duties by 7th November 1962 but he refused to accept the said letter; that the workman concerned neither accepted the letter dated 22nd October 1962 Exhibit M nor sent any information nor reported for duties and as the management could not wait indefinitely so his services were terminated on account of continued ill-health, by letter dated 15th December 1962 Exhibit M. 7 It may be noted that even after the letter of 22nd October 1962 Exhibit M asking the workman concerned to resume duties, which he refused to accept, the management waited for two months till his services were terminated on 15th December 1962 and during this period there was no information either from him or from anybody on his behalf; that, therefore, the management was justified in terminating the services of the workman concerned with effect from 15th December 1962 and as such he was not entitled to any relief.

3. On behalf of the workman concerned the Colliery Mazdoor Sangh filed a written statement on 6th May 1963 in which it was stated that the workman concerned, who was appointed as Coal Cutter, was in permanent employment of the colliery for 5 years; that he fell sick on 24th July 1962 and was treated by the Colliery Doctor from 24th July 1962 to 30th July 1962 and thereafter he was sent to the Central Hospital, Dhanbad, for treatment; and there he was treated as an out-door patient from 31st July 1962 to 16th August 1962 and when his condition became precarious he was admitted as an indoor patient from 17th August 1962 to 8th September 1962 and when he was discharged from the hospital on 8th September 1962, with medical fitness, he was asked to continue medicine and regular treatment; and in accordance with the said advice he continued treatment and after completing full course he got himself examined by the Doctor concerned on 16th October 1962 and after medical examination the doctor advised him to resume light duties; that when he reported for duty and requested to be allowed to resume his duties, the management did not allow him to resume his duties and thereafter a representation was made to the Manager of the Colliery on 31st October 1963 but even then he was not allowed to resume his duties; that, thereafter, on 22nd December 1962 the General Secretary of the Colliery Mazdoor Sangh referred the dispute to the Conciliation Officer but due to the adamant attitude of the management the conciliation failed, that, therefore, it was submitted that the workman concerned had been victimised for his trade union activities as he was an active member of the Sangh and was duly elected as Vice President and, therefore, as the termination of his service is illegal and mala fide, it should be set aside and he should be reinstated in his previous job.

4. On 22nd September 1964 when the case was taken up both the parties were present. The management was represented by Sri S. S. Mukherjee, Advocate, and the workman concerned was represented by Sri Shankar Bose. Both the parties filed documents, which, with mutual consent, were marked Exhibits M to M. 7 for the Company and Exhibits W to W 5 for the concerned workman. Witnesses were examined by both sides. M.W. 1 Sri P. S. Choudhury and M.W. 2 D. D Chatterjee, were examined on behalf of the management and W.W. 1 Sri Ram Karan Bhar, workman concerned, was examined on his behalf.

5. In this case admittedly no charge sheet was delivered to the workman concerned nor any enquiry was held and the service of the concerned workman was terminated without any charge sheet or any enquiry. Sri Mukherjee submitted that on the facts of the present case when the workman was away from duty from 24th July 1962 due to his continued ill health and he was unable to do work and did not report for duty, in such a case no domestic enquiry was necessary, because

even if any charge sheet would have been delivered to him the workman concerned had no conceivable reply to the same. Shri Mukherjee, therefore, submitted that the principles laid down by the Supreme Court in *Burn and Co. 1957(1) L.L.J. 226*, at page 234, should apply to the present case.

6. On the facts of the present case, in my opinion, these principles have no application here for the simple reason that in the case before Their Lordships of the Supreme Court the workmen were arrested and they were in custody and, therefore, they could not join duties. But in the present case that is not the position. On the facts stated above the workman concerned had *prima facie* defence to make to the charge and, therefore, in my opinion, termination of his service without serving any charge sheet to him and without giving him any opportunity to explain the circumstances against him and without holding an enquiry into the charge sheet is by itself sufficient to make the termination of his service invalid and illegal and on that ground alone it must be set aside.

7. On the facts, and on the evidence in the case, however, I am not satisfied that the conduct of the management was *bonafide*. The workman concerned was treated by the Colliery doctor from 24th July 1962 to 30th July 1962 and, thereafter, he was sent for treatment to Central Hospital at Dhanbad by the Colliery Doctor and there he remained an outdoor patient from 31st July 1962, to 16th August 1962, and, thereafter, an indoor patient from 17th August 1962 to 8th September 1962. On 16th October 1962 he was examined by the doctor and recommended for light work. Even on these facts the management in its written statement in para 5 said that it was during conciliation proceedings that the management was informed about the treatment of the workman concerned at the Central Hospital at Dhanbad from 17th August 1962 to 8th September 1962 and further that he was directed by the Central Hospital to continue treatment. I cannot understand this position when the workman was sent by the Colliery Doctor himself. This shows that the attitude of the management was not *bonafide*. According to the evidence of the workman W.W.1 when he was given discharge certificate by the Hospital he went to the Manager but the Manager refused to give him work and after his discharge he was residing in the Dhowrah at the Colliery. He admits to have not applied for leave after the discharge from the hospital.

8. In this connection, story of the management that it sent a registered letter dated 22nd October 1962 Exhibit M to the workman concerned at his residence asking him to resume duties by 7th November 1962 failing which he was to be considered as unable to resume his duties owing to ill health and that it was refused by the workman concerned has to be examined. If it is correct then certainly the workman is not entitled to any relief. But I am afraid I am not impressed with this story of the management. In support of its case that this letter Exhibit M was sent by registered post, the registered letter Exhibit M.2 and the acknowledgment receipt thereof Exhibit M.3 have been filed. The registered letter shows that on its back an endorsement by somebody, alleged to have been written by the postal peon, dated 2nd November 1962 is there which shows that the workman refused to take it. Unfortunately, the postal peon, who is alleged to have taken the registered letter to the workman at his residence and tendered it to him has not been examined to prove that he tendered this letter to the workman and that he (the postal peon) wrote the endorsement on the back of this envelope. It has not, therefore, been established as to who wrote this endorsement and under what circumstances because there are endorsements of different dates, namely, 27th October 1962, 28th October 1962, 29th October 1962 and 30th October 1962 but probably they were initials only and it is only on 2nd November 1962 that the endorsement that the addressee refused to accept it is noted. In the absence of the evidence of the postal peon, who was entrusted with the work of serving this registered letter, I cannot accept the story of the management. Furthermore, there is no evidence of any person to show that in his presence this registered letter Exhibit M.2 was tendered to the workman concerned and he refused it on 2nd November 1962.

The manager M.W.1 stated that Sarjoo Chaprasi was sent by him to call the workman concerned from his house but the workman refused to come, after the letter dated 22nd October 1962 Exhibit M was not accepted. Sarjoo Peon is still in the service of the company but he was not examined.

More curious still is the fact that although the Manager says in his cross examination that the workman was sent on 31st July 1962 to Central Hospital, Dhanbad, before which he was being treated by his Colliery Doctor and he was in the Dhanbad Central Hospital for more than three months, he did not enquire from the Central Hospital about the illness of the concerned workman.

It is true that the Manager M.W. 1 says that it is not a fact that the concerned workman saw him with his final discharge letter but it is more natural that when the workman was declared fit for normal duties he would naturally approach the management for work. In the written statement the management in para 5 says, as stated earlier also, that it was during the conciliation proceeding that the management was informed that the workman concerned was in the Central Hospital from 17th August 1962 to 8th September 1962. When this workman was sent to the Central Hospital for treatment by the Colliery Doctor it was certainly the duty of the management to enquire from the said Hospital from time to time and obtain information from there. But nothing of the kind was done. It was only on 16th October 1962 that the Superintendent Central Hospital recommended light duty to the workman and then he approached the Manager with the certificate but he was not given any job. On 31st October 1962 the Union sent a letter to the Manager Exhibit W to give him light duties but the management denies to have received this letter. The management, however, has not produced its register which it must be keeping in which letters received and despatched must be noted in order to show that letter Exhibit W was not received. On 22nd December 1962 the Union thereafter wrote a letter to the Conciliation Officer Exhibit W. 1 complaining that the management was not giving light duties to the workman concerned as recommended by the Doctor on 16th October 1962 although approached by the workman concerned. Exhibit W. 2 dated 17th July 1962 shows that the Union informed the Manager of the colliery about the names of the office bearers and the workman concerned is one of the Vice Presidents for the year 1962-63. Exhibit W. 5 is a ticket for out door patient and it shows that it was on 19th December 1962 that the workman concerned was declared quite alright now and was advised to resume his duties. But he was asked to come for review after one month. I have no hesitation, therefore, in accepting the statement of the workman W.W. 1 that after he was given discharge certificate and declared fit for light work on 16th October 1962 he did go to the manager and requested him for light work but he was refused obviously because he was Vice President of the Union and as such not liked by the management.

9. For the reasons given above, therefore, I hold that, on the facts given above, the termination of the service of the workman concerned is *malafide* by way of victimisation because the workman happened to be a Vice President of the Union, otherwise there seems to be no reason why when he was declared fit for light work and management was approached he was given no light work.

10. The result, therefore, is that the reference is answered in favour of the workman concerned by holding that the termination of the services of Ram Karan Bhar, Coal Cutter, by the management of North Bhagatdih Colliery with effect from 15th December 1962 was unjustified, and, therefore, it is set aside and he is reinstated in his former job with full back wages, with effect from 15th December 1962, till the date of his reinstatement. He will also be entitled to other emoluments to which he may be entitled. He will also have the benefit of continuity of service from 24th July 1962 till the date of his reinstatement.

11. This award must be implemented within one month from the date when the award becomes effective under Section 17A of the Industrial Disputes Act after its publication under Section 17 of the Act.

12. This is the award which I make and submit to the Government of India under Section 15 of the Industrial Disputes Act, 1947.

Dhanbad: the 23rd September, 1964.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

[No. 2/8/63-LR.II.]

New Delhi, the 13th November 1964

S.O. 4005.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act, from Sarvashri A. Appana and four other workmen of Ledo Colliery (Assam), which was received by the Central Government on the 10th November 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
DHANBAD.

(Camp: Circuit House Dibrugarh)

COMPLAINT NO. 23 OF 1962

(Arising out of Reference No. 83/61)

(u/s 33 A)

PARTIES:

A. Appana, P. Suraya, M. Narsimloo, R. Tataiya and B. Tataiya, Workmen employed in Ledo Colliery, Assam—*Complainant*.

Vs.

Messrs. Assam Railways & Trading Co. Ltd., Margheritta—*Opposite party*.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.—Presiding Officer.

Dated Dibrugarh, the 4th November, 1964.

APPEARANCES:

None—for the complainant.

Shri B. R. Das, Advocate with Shri A. Rehman, Assistant Chief Personnel Officer of the Company—for the opposite party.

STATE: Assam.

INDUSTRY: Coal.

AWARD

Case taken up. Sarvashree B. R. Das, Advocate, and A. Rehman Assistant Chief Personnel Officer of Assam Railways & Trading Co. Ltd. appear for the Company, opposite party: Although it is 11-45 A.M. no one has so far appeared for the Complainants and none of the five complainants even has also appeared so far. The case was fixed for hearing at 10 A.M. and the notice issued on 21st September, 1964 informing about the date and the venue fixed was served on 26th September, 1964 and received by some one whose signature cannot be read and deciphered on behalf of the five complainants yet there is no appearance. Shri K. Borthakur Advocate and Shri J. N. Dowerah Secretary Assam Colliery Mazdoor Congress who appeared for the complainants in complaint No. 10 of 1961 today and who are present just now say that they do not represent these complaints and that they do not appear in this case as their Union is not representing them.

In these circumstances after waiting for 2 Hours 15 minutes I dismiss this complaint for non-prosecution for default of the complaints.

The Complaint accordingly is dismissed for default.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer.

[No. 1/9/61-LRII.]

S.O. 4006.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act, from Sarvashri Narsingh Lama and Saligram Upadhyia, workmen of Baragolai Colliery, Post Office Baragolai (Assam) which was received by the Central Government on the 10th November 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD.

Camp.—Circuit House, Dibrugarh (Assam)

COMPLAINT NO. 10 OF 1961

(Arising out of Reference No. 44/60)

(u/s 33 A)

PARTIES:

Narsingh Lama and Saligram Upadhyia, Workmen employed at Baragolai Colliery—*Complainant*.

Vs.

Management in relation to the Assam Railway & Trading Co.—*Opposite party*.

PRESENT:

Shri Raj Kishore Prasad, M.A.B.L.—Presiding Officer.

Dated Dibrugarh, the 4th November, 1964.

APPEARANCE:

Shri K. Borthakur, Advocate with Shri J. N. Dowerah, Secretary, Assam Colliery Mazdoor Congress—for the Complainants.

Shri B. R. Das, Advocate with Shri A. Rehman, Assistant Chief Personnel Officer of the Company—for the Opposite party.

STATE: Assam.

INDUSTRY: Coal.

AWARD

1. The Complaint was taken up at the request of both the parties at Dibrugarh in the District of Lakhimpur in Assam on 2nd November, 1964. Sarvasree K. Borthakur, B. L. Advocate, Dibrugarh and J. N. Dowerah Secretary of the Assam Colliery Mazdoor Congress, Dibrugarh appeared for the two workmen complainants, namely, Narsing Lama and Saligram Upadhyia.

Sarvasree B. R. Das Advocate and A. Rehman, Assistant Chief Personnel Officer of the Company appeared for the Assam Railways & Trading Co. Ltd. opposite party.

2. After some time and after documents on both sides had been exhibited and marked as exhibits, at the request of both the parties the case was fixed for today to enable them to effect Compromise if possible.

3. Today on 4th November 1964 a joint petition of compromise marked Annexure A is filed by the parties and both jointly pray that award in terms of it be passed and the Compromise Annexure A be made a part of the award.

4. I have read the terms of the compromise and in my opinion they are quite fair and in the interest of both the parties and therefore they are accepted.

5. In the result the complaint is disposed of in terms of the above compromise Annexure A and an award in terms of this compromise Annexure A is made which is made a part of the award.

6. This is the award which I make and submit to the Central Government under section 15 of the I. D. Act.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer.

ANNEXURE 'A'

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CAMP: DIBRUGARH**

COMPLAINT No. 10 OF 1961/1985

Sarvasree Narsing Lama and Saligram Upadhyia—Complainants,

Vs.

**The Management, The Assam Railway & Trading Co. Ltd., Margheritta—
Opposite party.**

The humble joint petition of the parties above named.
Respectfully Shewith:—

(1) That the parties above named have settled up the matter of this complaint on the following terms and conditions:—

(A) The complainants hereby withdraw the complaint.

(B) The management hereby agrees to re-employ the complainants to their former jobs that is Coal Pollars, the work they had been doing at the time they met with accidents.

(C) The complainants will receive wages which they had respectively been drawing of the Category in which they were working at the time of sustaining injury and they will be paid their wages according to the Merchants Award applicable to their category but without any increment for back years.

- (D) The Complainants will have to join their work latest by the 30th of November, 1964 and upto that date the management's offer of re-employment will remain open to them.
- (E) The complainants will not demand nor will the management be liable to pay any back wages for re-employing them to their former jobs in the Collieries of the management. The period of unemployment will be treated as period of leave without wages and increments.

It is therefore prayed that the Honourable Tribunal may be pleased to record this settlement and to pass necessary orders accordingly.

And the petitioners as duty bound etc., etc.

1. SALIGRAM UPADHYA.

2. NARSING LAMA.

Left hand thumb impression of

Narsing Lama,

Sd./- K. Borthakur.

The Assam Railways & Trading Co. Ltd.,

by

A. REHMAN,

Asstt. Chief Personnel Officer,

Assam Railway & Trading Co. Ltd.

DIBRUGARH;

The 4th November, 1964.

Sd./- K. BORTHAKUR,

Advocate for the complainants.

Sd./- B. R. Dass,

Advocate for the complainants.

[No. 4/57/60-LRII.]

ORDERS

New Delhi, the 10th November 1964

S.O. 4007.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Dr. Mir Sladat Ali Khan as the Presiding Officer with headquarters at Somajiguda, Hyderabad, and refer the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

(1) Whether, having regard to the nature of duties performed by Shri M. J. Samuel, Detention Clerk at No. 5 Inc. Coal Screening Plant Rudrapur, of the Singareni Collieries Company Ltd., the management of the said collieries is justified in not placing the workman in Grade II clerical scale of Rs. 48—100?

(2) If not, to what relief is the workman entitled and from what date?

[No. F. 7/14/64-LRII.]

S.O. 4008.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the M/s. Bengal Coal Company Ltd., P.O. Dishergarh (Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the management of Sodepur 9/10 Pits Colliery were justified in terminating with effect from 10th June 1964 the services of Shri Ghamman Mahato, Explosive carrier;
- (2) If not, to what relief is the workman entitled?

[No. 6/70/64-LR-II.]

S.O. 4009.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the East Bastacolla Colliery of Messrs. East Bastacolla Colliery Company, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the stoppage from work of Shri Jagannath Chamar, Miner of East Bastacolla Colliery of Messrs. East Bastacolla Colliery Company, Post Office Jharia (District Dhanbad), from the 11th May, 1964 was caused by the management of the said Colliery?
- (2) If so, to what relief is the workman entitled?

[No. 2/116/64-LR-II.]

New Delhi, the 11th November 1964

S.O. 4010.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jamadoba, Colliery of Messrs. Tata Iron and Steel Company Limited, Jamadoba, Post Office, Jealgora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the suspension of Shri K. N. Ojha, Clerk, of Jamadoba Colliery of Messrs. Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora (District Dhanbad) for ten days with effect from the 6th July, 1964, by the management of the said Colliery, was justified?
- (2) If not, to what relief is the workman entitled?

[No. 2/119/64-LR.II.]

New Delhi, the 12th November 1964

S.O. 4011.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bankola Colliery P.O. Ukhra, Dist. Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the suspension of Shri Netai Toli, Dresser of Bankolla Colliery as per management's order dated the 25th April 1964 was an act of victimisation? If so, to what relief is the worker entitled?

[No. 6/78/64-LRIL.]

H. C. MANGHANI, Under Secy.

New Delhi, the 11th November 1964

S.O. 4012.—The following draft of a scheme further to amend the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make, in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th December, 1964.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Bombay Dock Workers (Regulation of Employment) Amendment Scheme, 1964.

2. In the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, in clause 21, the existing "Explanation" shall be numbered as "Explanation I" and after the Explanation I as so numbered, the following "Explanation" shall be inserted, namely:—

"Explanation II.—For the purpose of this clause, the expression 'month' shall not include the days of weekly off."

[No. 520/6/64-Fac.]

New Delhi, the 12th November 1964

S.O. 4013.—The following draft of a scheme further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (i) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 20th December, 1964.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1964.

2. In the Madras Dock Workers (Regulation of Employment) Scheme, 1956, in clause 31, the existing "Explanation" shall be numbered as "Explanation I" and after Explanation I as so numbered, the following "Explanation" shall be inserted, namely:—

"Explanation II.—For the purpose of this clause, the expression "month" shall not include the days of weekly off provided that there is no payment for the day of the weekly off."

[No. 525/2/61-Fac.]

K. D. HAJELA, Under Secy.